

**LAW - BOOKS Printed for
J. Walthoe.**

THE Practick Part of the Law : Shewing the Office of an Attorney, and a Guide for a Solicitor in all the Courts at *Westminster*. In 8vo. The 4th Edition, with Additions.

The Rules and Orders of the Courts of *Queen's-Bench*, *Common-Pleas*, *Chancery* and *Exchequer*. In 2 Vol.

The Table of Fees of all the Courts at *Westminster*. In 8vo.

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Enhiridion Clericale :

Or, A Manual of proper and useful

P R E C E D E N T S

Michl IN *Barry*
C L E R K S H I P,

Relating to Contracts and Agreements, Obligations, Recognizances and Statutes.

Also an Anatomy of a Bond, with most usual and necessary Conditions, Abbreviation of Words, proper Names of Men and Women, Cities, Counties, Sums of Money, Reigns of Kings and Queens, and Years of our Lord : Tables of Interest and Purchase, the Terms and their Returns, Forms of Bills, Articles, Awards and Arbitraments, Acquittances, Assignments, Dispositions of Money, and Declarations of Trust, Ecclesiastical Instruments, Deed of Gift, Defeazances, Exchange of Lands, Feoffments, Fines, Recoveries, Joitures, Leases ; and particularly a copious Precedent of a Lease, from which any other (as Occasion offers) may be form'd ; Lease and Release, Letters of Attorney and Licence ; also Warrants of Attorney, Merchants Affairs, Releases of several Sorts, Revocations and new Declarations : Also Surrenders, Wills and Codicils, and copious Directions concerning Livery of Seisin and Attornment.

With proper and useful Precedents and Instructions, relating to the Practice of the Courts of *King's-Bench*, *Common-Pleas*, *Chancery* and *Exchequer* : With Directions to sue out Fines, Recoveries, and to the Outlawry. As also the Judges Opinion for no more Cost than Damages.

By R. G. a Clerk of the Court of *Common-Pleas*.

The Second Edition.

L O N D O N, Printed by the Assignee of *Edw. Sayer Esq;* for *John Malthoe* in the *Middle-Temple-Cloysters.* 1712.

1568/1974



TO THE
READER.

Courteous Reader,

T*His Treatise was intended to have been Published some time since for the Benefit of young Clerks, but happen'd to fall into such Hands, who (for Reasons best known to themselves) thought fit to conceal it: And being now at length reprieved from Obscurity, also riper in Tears, and largely furnished with all necessary Conveniences for a Book of this Volume; It is sent abroad to perform that Embassy for which it was at first designed.*

The Testimonials of it are imprinted upon good Paper, and the first Advice is concerning fair and plain Writing: It can supply you with all Things, even from the Abbreviation of Words to

To the Reader.

Sentences, and that almost for any English or Latin President in Clerkship: It will inform you from the first Process to the Judgment, both in the Court of King's Bench and Common Pleas, and hath variety of necessary Heads and Conclusions as well for the Chancery as Exchequer. In short, it is multum in parvo, and hath a Table that will direct you to what may be necessary as occasion shall require; and as such I recommend it to your favourable Acceptance, not doubting but you will find much Profit thereby; Which is the hearty desire of, your Servant, and so I bid you farewell.

April the 1st.

1701.

Vale & fruere.

Con-

Concerning

FAIR and PLAIN WRITING.

IT is certain, that most of the Business which passeth through the Hands of a Clerk, is intended to remain either as Evidence, or as Matter of Record between Party and Party, and this by the way of Writing. And since it is so, doubtless it cannot be denied but that to write a fair, plain, legible Hand, is a good Qualification in a Clerk; and therefore ought in the first place to be industriously sought after. With respect to the nature of the business to be done, neither a little pitiful scribbling Hand, nor otherwise a large, blundering, irregular, scrawling Hand, are properly to be allowed of; *in mediocritissimus scribes.*

But for Pains and Ease sake, or rather for the sake of careless Indifferency, whether good or bad, it may perhaps

Of Fast and Plain Writing.

haps be objected, That some, do what they can, will never obtain the Faculty of good Writing. It may be answered in the Words of an Excellent Master, *Nil tam difficile est, quod non solertia vincat.* Also that the plainest Writing is the best and most easie to be imitated; *Simplicitas enim est veritatis sigillum.* Well, but to prevent Labour, it will perhaps be further objected, The more careless, the more modish, and that many have got great Estates by way of Clerkship, who can hardly write their own Name, and some others, no less eminent, who, after they have written, are many times beholding to a third Person to inform them how to read their own Writing. This may be so indeed, but doubtless it was more for the Head than the Hand, that these Men were so fortunate; *A Blot (we say) is no Blot unless it be hit.* It is said to be the desire of an illiterate Man, who could not read at all, that he might be able to write a good Hand, Because then, said he, I can get any body else to read it for me. But how these Blunderers in Writing do think that another for them should be able to read their bad Hand, which they could not read themselves, I cannot imagine. Yet however, unless one could be sure to meet with the like Success as these bad Pen-men have done, that Objection ought

Of fair and Plain Writing.

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ought not to take place ; in the interim, *Store is no Sore* ; we know not what may happen, *Non videmus id manticae, quod in tergo est*. If it be commendable to have a quick Conceit, and good Judgment in matters of Clerkship, tho' set forth in a bad Character, it is doubly so when such Matter is express'd by fair and intelligible Writing. It will be time enough for any one to fall a Scribling when he is become Master of Clerks and much Business ; but in the mean while, no Master will be pleased with such a scribling Clerk. And we know by Experience, that such who have used themselves to fair Writing, can dispatch Business as readily as the other ; nay, there may be much time saved in writing any thing well at first ; whereas that which is badly written, tho' without Mistake or Interlineation, has almost an absolute Necessity of being anew transcribed. In short, a good Hand will always meet with a suitable Commendation, whenas a bad one shall not so much as have a good word.

I need not to add, I think, that in order to fair Writing, good Pens and Pen-knives, good Ink and Paper are required, this being generally known to all ; *sed caveat Scriptor*. These things are now much out of fashion, and it will follow, *Quod cessante Causa, tollitur Ef-*

Of fair and Plain Writing.

festus: Wherefore I shall add old Master
Lily's Advice to his Scholar :

*Scalpellum, calami, atramentum, charta,
libelli,*

Sint semper studiis arma parata tuis.

And will further refer you to the Directions of that Excellent Master in Clerkship, *George Townsend*, Esq; in his Treatise call'd *A Preparative to Pleading*.

It is also necessary, That he who is intended for a Clerk, have a competent Understanding in the *Latin Tongue*, being a great part of Clerkship is accustomed to be written and perform'd in that Language. To which purpose he should also learn the Abbreviation and Contraction of Words and Syllables, for they are much used in *Law-Latin*; (of which there are some Rules extant) however, I think no fixt or limited Rule; but if it might be reviewed and permitted, I suppose the ancient Books of Law, both Common and Civil, will best shew us the nature of these Things; yet it is likely the Clerks will allow of no other than what are most in use; some of which are as follows, *viz.*

Abbreviation

Abbreviation of Words.

A.

A	Abra for Abrahamus.
Adā,	ad Secam.
Alia,	Animarum.
Alia, alio,	alias alias dictus.
Alignd,	aliquam.
Alexi,	Alexander.
Ar, ar,	Armiger.
Archus,	Archangelus.
Archiepūs,	Archiepiscopus.
Assign,	Assignatus.
Affels,	Affektatus.
Amā,	Amila.
Attoznd,	Attozmatus.
Attach,	Attachiatus.
Anthus,	Anthonyus.
Appoie,	Appositus.
Assid,	Assidunt.
Atting,	Attingunt, &c.

B.

Bar	Baronettus.
b	ber.
Ballia	Balkiba.
Baptā	Baptista.
B 3	Barthus

Abbreviation of Words.

Barthūs	Bartholomeus.
Benjaminū	Benjaminus.
Bendicus	Benedictus.
bze	Bzebe.
bte	beate.
Bon	bonus.
Bill	Billa, &c.

C.

C, &c.	for	cer, etcetera.
Cert		certum.
Clm		clausum.
Cois		communis.
Crō, crm		crastino, crastinum.
Cons		consideratio, consuetudo.
Cone		continuatio, continuando.
Clizum, elicus		clericum, clericus.
Cicil		Cicilia.
Compum		computum.
Cur		Curia.

D.

Dar	for	Datum.
d		Dum.
Def		Defendens.
Defend		Defendit.
Defend		Defectu.
Dnd		Domini
Dinto		Dominico.

Abbreviation of words.

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Debet
Dilectus

Deberet.
Dilectus, &c.

E.

Erecut
Edrus
Edus
Epus
Ecclesia
Eraiae
Eid
Effus
Elizabeth

for Erecutoz, Erecuto'
Edwardus.
Edmundus.
Episcopus.
Ecclesia.
Examinatur.
Eidem.
Effectus.
Elizabetha, &c.

F.

Fi
fris
fcd, fcm
francus
franca
feod
fdint
fdimus

Frater.
Fratris.
Facta, factum.
Franciscus.
Francisca.
Feodus.
Fuerint.
Fuerimus, &c.

G.

Galfrus
Gavis
Gen
Gad
Gerend

Galfridus.
Gabilus.
Generosus.
Gatia.
Gerentem.

B 4

Gendat

Abbreviation of Words.

Genat	Generalem.
Gria	Gratis.
Gilbtus	Gilbertus.
Goefrus	Godfridus, &c.

H.

hend	Habendum.
het	Habet
hent	Habent.
heatis	Habeatis.
Here	Habere.
Heas	Habeas.
Heni	Henricus.
Hoies	Homines.
Humoi	Hujusmodi.
Humphrus	Humfridus, &c.

I

Ibm	Ibidem.
Incrin	Incrementum.
Iohes	Johannes.
Io	Ideo.
Iud	Junior.
Iustic	Iusticiarius.
Iur	Juratores, &c.

Abbreviation of words.

L.

Lac	Latitat.
Lad	Litera.
Leonard	Leonardus.
Leglis.	Legalis.
Lie	Licere.
Libe	Libere.
Litime	Legitime.
Librat	Libertatem, &c.

M.

Mare	Mareschallus.
Magr	Magister.
Mandid	Manerium.
me	Martis.
m	Mer.
Midd	Middlesex.
Michis	Michaelis.
Mis	Mis.
Mia	Misericordia.
Mie	Minime.
Millimo	Millesimo, &c.

N.

Nar	Narracio.
Natlis	Natalis.
Nr, nro	Poster, nostro.
Noen, noie	Nomen, nomine.
	Nichus

Abbreviation of words.

Nichus
Noiatur
Nob
Nup
Nunquid

Nicholaus.
Nominatur.
Nobis.
Nuper.
Nunquam, &c.

O.

Oio
Oibz
Ome, omnes
Oliber
Omit
Omiōd

Omnino.
Omnibus.
Omne, omnes.
Oliberus.
Omittas.
Omnimodum, &c.

P.

pac
pbus
Parl
ptem
pcellam
pochia
p
pō
ppūum
p, ptea
p, ppr
pzi
peie
pr
ppr
ptid

paratus.
parbus.
Parliamentum.
partem.
parcellam.
parochia.
per
predicus.
perpetuum.
pze, postea.
pro, propria.
patris.
pzeiteritum.
proximo.
propter.
pertinentiis.

Pli

Abbreviation of words.

11

Plito
Phus.

Placito.
Philippus, &c.

Q.

Quer
Querel
Qu, qm
Quilibet
Quibuscunq

Querens.
Querela.
Quod, quam.
Quemlibet.
Quibuscunq.

R.

Radus
Rectoria
Rā, Rāa
Ritus
Rni
Robertus
Rone
Rionabilis

Radolphus.
Rectoria.
Regis, Regina.
Richardus.
Regni.
Robertus.
Ratione.
Rationabilis, &c.

S.

Sabti
Sacrm
Saltm
Sensus
Stephus
Scd
Sczie
Spialis
Scile

Sabbathi.
Sacramentum.
Salutem.
Seneschallus.
Stephanus.
Sancti.
Scaccario.
Specialis.
Scilicet:

Sile

Abbreviation of words.

Sile
Sedus
Supdice

Simile.
Secundus.
Supradictum, &c.

T

T
Tende, tendi
Testm
Termino
t, tlig
ti
Tenta
Trin
Transge
Titlo

Tesse.
Tenere, teneri.
Testamentum.
Termino.
Ter, talis.
tur.
Tenementa.
Trinitatis.
Transgressionis.
Titulo, &c.

V.

Ven
V
Vabit
Vize
Vio
Vie
Vocae
Volum
Vlt

Venit.
Ver.
Verberabit.
Videlicet.
Vidua.
Viceromes.
Vocatus, &c.
Voluntas.
Ultra & ultimo.

W.

Wallus
Willus
Wilfrus

Walterus.
Willielmus or
Gulielmus.
Wilfridus, &c.

With

Of Contracts and Agreements.

With many more of like sort, which (since the Design of this Treatise) are set forth, with some Rules, &c. in a Book, intituled, *Instructor Clericalis*, the first Part, to which for this purpose, I refer you.

Note, Let all Towns and Surnames be written at length and without Abbreviations.

In writing of all Deeds, let the beginning of all Covenants, Proviso's, &c. be writ in Text Letters.

Which thing by Observation may be easily learnt.

Of Contracts and Agreements, with Directions.

FOR reducing them into Writing in a Clerk-like Method, that they may stand good in Law.

A Contract or Agreement is the Mind or Intent of the Parties, which ought to be Reciprocal, Mutual or Equal on both sides, so that each of them may have of the other *Quid pro quo*, that is, an Equivalent, or what is Tantamount to a valuable Consideration, without which the Law esteems it but *nudum pactum*, a naked, trifling Compact, signifying

Of Contracts and Agreements:

fyng no more than Words of course, *vox & praterea nihil*, not intended as any manner of Business.

Of Contracts or Agreements therefore made by the mutual Consent of the Parties, upon valuable Considerations, some are Simple or Parol Contracts, *i. e.* without Writing, by word of Mouth only, or by Writing without a Seal to it; and upon these an Action of the Case doth only lie: The other, when they are reduced into Writing, and sealed with the Seal of the Party, do then properly cease to be called Contracts or Agreements, but go under the Denomination of the Writings that do contain them; as an Obligation or Bond, a Bill, Recognizance, Statute Merchant, or of the Staple, single Covenant, Articles, Indenture or Deed Pole: These are all generally called Deeds, and upon them either an Action of Debt, or an Action of Covenant must be brought.

For the making these Deeds, Instruments or Writings in a Clerk-like manner, so that they may stand good in Law, to the Intents and Purposes for which they shall be intended, these things ought to be taken notice of, *viz.*

That the Party who is to enter into any Bond, Bill, Recognizance, Statute, Covenant or Article, or shall be Feoffor

Gran

Of Contracts and Agreements.

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Grantor or Donor in any Indenture or Deed, or be Cognisor in any Fine, such Party ought to be of *full Age*, that is, according to the Law of *England*, One and twenty years old compleat; for under that Age the Law esteems all Personss as Infants, and their Acts so far invalid, as that they may be avoided by Pleading their Nonage or Infancy at the time of entring into such Acts, except it be for *necessary Apparel* (according to their Quality) *Diet, Education*, as Schooling, &c. Or in *Auter Droit*, as Executor, where the Profit arising by the Act of the Party redounds to another. This may be done by Males of the Age of Fourteen Years, and Females of Twelve, because then by Presumption of Law they are supposed to be of the Age of Discretion.

Secondly, The Party who is to perform such Acts ought to be *sui Juris*, *extra Prisonam*, and not compelled thereunto by Threats and Menaces of losing Life or Member, or of suffering Imprisonment in Case of Refusal.

He, or she ought to be *Compos mentis*, that is, have their Senses in Perfection, and not be subject unto, or troubled with any Defects (whether Natural or Accidental) of the Mind or Body; as Ideocy, Madnes, Lunacy, unsound Memory, Lethargy, want of Discretion occasion'd

Of Obligations or Bonds.

caſion'd by doing Old Age or Drunkenneſs, or being born Blind, or Deaf and Dumb; or being outlaw'd for, or attainted of Treason or Felony; for ſuch Perſons are incapable of entering into, or performing any of thoſe Legal Acts before ſpoken of, and when done, may avoid them by Pleading *Non eſt factum*, i. e. That the Inſtruments which they ſigned, ſealed and delivered, are not their Acts and Deeds, in like manner as hath been ſaid above of Pleading *Non-age* by an Infant.

Of Obligations or Bonds, Bills Penal or Obligatory, and Bills ſingle, and of Recognizances in the nature of Statutes-Merchant, and of the Staple.

Obligations, Bills and Recognizances are Inſtruments Obligatory to bind Perſons to do ſome Act directly or collaterally; that is, either to pay a Sum of Money at ſuch time or times as is or are limited in the Condition or Deſeaſance relating thereunto, or to perform Covenants in ſome Indenture or Deed or otherwiſe, as the Caſe requires; but with this Difference, That a Recognizance

zanc

since is an Instrument entered of Record, which Obligations and Bills are not. There is also this Distinction to be observed between an Obligation and a Bill, when an Obligation is formally made in *Latin*, according to the Ancient Usage of Law, then it is properly called an Obligation or Bond; but if it be in *English*, though with a Condition, it is said to be only a Bill. An Obligation may be either with a Penalty or without; but the usual Course is to bind the Party that enters into Bond for Payment of Money, in double the Sum borrowed, or which he undertakes to pay or answer.

And note, That the Party who enters into the Obligation is called the *Obligor*, and he to whom the same is made, is termed the *Obligee*. So he that enters into a Recognizance, or levies a Fine, is called a *Conusor*; and the Person to whom the Recognizance is made, or Fine levied, hath the Name of *Conusee*. Also in Feoffments, he that enfeoffeth another of his Lands, hath the Appellation of *Feoffor*; and he that is feoffed, *Feoffee*. Likewise in Deeds of Bargain and Sale, he that granteth his Interest to another, is termed the *Grantor* or *Bargainor*; and he to whom such Grant is made, is named the *Grantee* or *Bargamee*. So in Deeds of Gift, he that gives away

C

the

Of Obligations or Bonds.

the Estate, or Thing therein comprised, hath the Name of *Donor*; and he to whom such Estate or Thing is thereby given, is called the *Donee*. Likewise in Leases, he that lets the Estate for Life or Years, is called the *Lessor*; and he to whom the same is let, is termed the *Lessee*. So he that assigneth over any Estate, Interest or Term unto another, is called the *Assignor*; and he to whom the same is assigned, the *Assignee*. Moreover, in Wills and Testaments, he that maketh the same, is called the *Testator*; and if he gives any Estate or Legacy thereby, he is in that respect called the *Devisor*; and he to whom such Estate or Legacy is given, is said to be the *Devisee*.

In making of Obligations or Bills, as also of Recognizances, Care must be taken to set down or insert in them the true Christian or Surnames of the Parties Obligors and Obligees, Conusors and Conusees, with their right Additions, Places of Abode, and Sums of Money, according to the Instructions given in this Book; to the end that if Actions should happen to be brought at any time afterwards, they may answer the Purposes for which they were made, to the Credit and Reputation of those Clerks who were employ'd in making them.

Obligor and Obligee.

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But above all, the Clerk must avoid imposing upon the *Obligor* by obliging him to the Performance of any Act or Thing which is either impossible in it self, or directly contrary to Law; as where the *Obligor* enters into Bond of the Penalty of 1000 l. with Condition, That if he shall go from *London* to *Hamborough*, and return from thence to *London* in the Space of 24 Hours, the Bond to be void, or otherwise stand in force, or to bind any Man from following his Trade; &c. for such Bonds or Bills will be void of themselves, and nothing can be recovered upon them either in Law or Equity.

C 2

Presidents

Presidents for Bonds, and their Conditions, with some Observations on the parts of a Latin Obligation, with its Condition, chiefly inserted for the Benefit of the meanest sort of Latinists.

*Qui docet indoctos, licet indoctissimus esset,
Ipse brevi reliquis doctior esse queat.*

A Single Bond.

NOverint universi per presentes me, A. B. de C. in Comitatu E. Fuller, teneri & firmiter obligari G. H. de J. in Comitatu predicti Kidder, in viginti Libris bona & legalis monetae Angliae Solvend' eidem G. H. aut suo certo Attornato Executoribus, Administratoribus vel Assignatis suis, ad quam quidem Solutionem bene & fideliter faciend' obligo me, Hæredes, Executors, & Administratores meos firmiter per presentes sigillo meo sigillat' dat' primo die Decembris Anno Regni Domini Willielmi tertii Dei Gratia Angliæ, Scotiæ, Franciæ & Hiberniæ Regis Fidei Defensoris, &c. duodecimo Annoq; Dom. 1700.

OBSERVATIONS.

In making of *Latin Bonds* with Conditions for Payment of Money, these things are to be observed.

In the
Bond

1. The Names of the Parties to be bound, who are called *Obligors*.
2. The Cities, Towns or Parishes whereof they are Inhabitants.
3. Their Titles, Trades, or Qualities.
4. The Names of the *Obligees*, or Persons to whom they are bound.
5. The Sum of Money in which they are to be bound, which is usually double the Sum to be paid.
6. The Date of the Bond.

C 3

In

Names of

In the
Condi-
tion,

1. That the *Obligor* pay to the *Obligee*, &c.
2. The Sum agreed to be paid, which is usually but half so much as in the Obligation.
3. The time when it shall be paid.
4. The Interest, if any agreed on.
5. Sealing and delivering it, as the Parties Act and Deed, in the Presence of two or more credible Witnesses.

And as to the Conditions of other Bonds, they are to be made according to the Agreement of the Parties, and must be to do things possible and lawful, or else they will be of no Effect in Law. But for your better Ease and Instruction, I have collected together the most usual Conditions that are likely to happen in Business, by which also you frame any other at pleasure.

Names of Obligor and Obligee.

As to the Names of the Parties to be bound, you must write both the Christian Name and the Surname.

The

Obligor and Obligee.

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The Christian Name of the Obligor must be put in the *Accusative Case*; that of the Obligee in the *Dative Case*, and afterwards the Obligor's Name in the *Nominative Case*; which you may observe as follows:

Noverint universi per praesentes me (A. B.) &c.

Mens Names	Obligor Lat.	Obligee Lat.
English and Lat.	Accusative	Dative
Nominative Case.	Case.	Case.

A.

A Aron	em	i
Abel	em	i
Abraham, us	um	o
Abfalon	em	i
Adam, us	um	o
Adrian, us	um	o
Aeneas	am	e
Albert, us	um	o
Alexan-der	drum	dro
Ambro-se, sius	fium	fio
Amos all alike.		
Anani-as	am	e
An-drew, dreas	dream	drea
An-thony, tonius	tonium	tonio
Archibald, us	um	o
Arnold, us	um	o
Arthur, us	um	o
Augusti-ne, us	num	no.

C 4

Note,

Note, That the same Word which is called *English*, will also serve for the *Nominative Case*, *Latin*, adding such Letters or Syllables as you shall find against each Word, as *Abraham*, *Abrahamus*; *Adrian*, *Adrianus*, &c. *Aaron*, *Aronem*; *Abel*, *Abelem*, &c. and so of the like.

And if more than one Syllable stand against it, then you must make an Addition thereof to the *English* Word or Name next after this Mark - ; and then leave out the rest of the *English* Word, as *Ambro-se*, *Ambrosius*; *An-drew*, *Andreas*; *An-thony*, *Antonius*; and so of the rest, as is easie to be understood, And where there is nothing against the *English* Name or Word, then note it stands both for *English* and *Latin* in the *Nominative Case*, as *Aaron*, *Abel*, *Absalon*, *Aeneas*, *Alexander*, and the rest; to which the *Accusative* and *Dative Cases* are added, as plainly appears above, *viz.* *Aaron*, *Aaronem*, *Aroni*; *Abel*, *Abelem*, *Abeli*; *Cesar*, *Cesarem*, *Casari*, &c.

Baldwin

Obligor and Obligee.

25

Mens Names, Obligor Lat. Obligee Lat.
English and Lat. Accusative Dative
Nominative Case. Case. Case.

B.

Baldwin, us	um	o
Baptist, a	am	æ
Barna-bas	bam	bæ
Barna-by, bius (us	bium	bio
Bartolo-mew, me-	meum	meo
Benjamin, us	um	o
Bryan, us	um	o

C.

Cæsar,	em	i
Charles, Carolus	um	o
Christopher, us	um	o
Cbrystostom, us	um	o
Cle-ment, mens	mentem	menti
Constanti-ne, nus	num	no
Cornelius	um	o
Cuthbert, us	um	o
Cyprian, us	um	q

D.

Daniel	em	i
David	em	di
Denis, Diony-sius	sium	sio
Drew or Dru, go	gonem	goni
Euncan, us	um	o
Eunstan, us	um	o

E.

Edmund, us	um	o
Edward, us	um	o
Elazar,	em	i
El-as	am	æ

Ema-

Names of

Mens Names	Obligor Lat.	Obligee Lat.
English and Lat. Nominative Case.	Accusative Case.	Dative Case.

Emanuel	em	i
Ephraim, us	um	o
Eraf-mus	mum	mo
Euse-bius	bium	bio
Ezechia, s	am	e
Ezechiel	em	i

F.

Fabian-dus	um	o
Ferdinan-dus	dum	do
Festus	um	o
Fortunatus	tum	to
Francis, cus	cum	co
Frederi-cus	cum	co

G.

Gabriel	em	i
Gamaliel	em	i
Geffrey	dum	do
Galfri-dus		
Geor-ge, gius	gium	gio
Gerar-d, dus	dum	do
Gerva-se, fuis	fium	fio
Gilbert, us	um	o
Giles	dium	dio
Egi-dius		
Godar-d, us	dum	do
God-frey, fridus	fridum	frido
Godwin-us	um	o
Grego-ry, rius	rium	rio
Griffith, ius	ium	io

Obligor and Obligee.

27.

Mens Names Obligor Lat. Obligee Lat.
English and Lat. Accusative Dative
Nominative Case. Case. Case.

Guy, do donem doni

H.

Hannibal em i

Harbot-tle, tellus tellum tello

Hen-ry, ricus ricum rico

Herber-t, tus sum to

Hercu-les lem li

Hugh, Hu go gonem goni

Hum-phry, phridus phridum phrido

I.

Jacob Jacob Jacob

Ja-mes, cobus cobum cobo

Ja-sper, us um o

Jere-my, mias miam mie

Fero-me, nymus nymum nymo

Joab, us um o

Joel em i

Job, us bum bo

Jo-hn, bannes em i

Jo-nas nam nae

Jonatham em i

Joscelin, us um o

Josi-as am a

Joseph, us um o

Joshua uam uae

Isaac, cus cum co

Israel em i

Ju-de, da am dae

Ju lius. um o

Kenelme

Guy

Names of

Mens Names Obligor Lat. Obligee Lat.
 English and Lat. Accusative Dative
 Nominative Case. Case. Case.

K.

Kenel-me, mus mum mo

L.

Lambert, us um o

Lancelot, us um o

Lauren-ce, cius cium cio

Laza-rus rum ro

Leonar-d, dus dum do

Lewis } cum co

Ludovi-cus } cum co

Lu-ke, cas cam cae

M.

Mala-chy, as cbiam chia

Manaf-seb, ses sem si

Mar-k, cus cum co

Marmadu-ke, ons cum co

Martin, us um o

Matthe-w, us um o

Matthi-as am ae

Mauri-ce, cius cium cio

Maximilian, us um o

Melchisidech decb decb

Michael em i

Miles Mi-lo lozem loni

Morgan, us um o

Mo-ses sem si

N.

Na-tban than than

Natbaniel em i

Nehemi-ab, as am ae

Nicodemu

Obligor and Obligee.

29

Mens	Names	Obligor Lat.	Obligee Lat.
English and Lat.	Accusative	Dative	
Nominative Case.	Case.	Case.	

Nicodemus	mum	mo
Nicholas, laus	laum	lao
Noah, as	Noam	Noe

O.

Obadiab, as	am	e
Oliuer, us	um	o
Owin, us	um	o

P.

Patri-ck, cius	cium	cio
Paul, us	um	o
Peregrine, nus	num	no
Pe-ter, trus	trum	tro
Philip, pus	pum	po
Phi-neas	neam	ne
Philemon	em	i
Posthumus	mum	mo

R.

Ralph, dul-phus	phum	pho
Randol or } nul-		
Ranulph } phus	phum	pho
Raphael	em	i
Reuben	ben	ben
Reynold, ginal-dus	dum	do
Rice, cius	cium	cio
Richard, us	um	o
Robert, us	um	o
Roger, us	um	o
Rowland, us	um	o

Sampson

Names of

Mens Names Obligor Lat. Obligee Lat.
 English and Lat. Acusative Dative
 Nominative Case. Case. Case.

S.

Samp-son	sonem	soni
Samu-el	elem	eli
Saul, us	um	o
Sebastian, us	um	o
Silva-nus	num	no
Silves-ter	trem	tri
Sime-on	onem	oni
Si-mon	monem	moni
Ste-phen, pba-nus	num	no

T.

Theobal-d, dus	dum	do
Theodo-re, rus	rum	ro
Theodo-fus	fium	fio
Theo-philus	philum	philo
Tho-mas	nam	mae
Timo-thy, theus	theum	theo
Titus	Titum	Tito
To-by, bias	biam	bie
Tristra-m, mus	nam	mo

V.

Valenti-ne, nus	num	no
Vincen-t, cius	cium	cio
Uri-ab, as	am	a
Walter, us	um	o

W.

Willi-am	el-mus	num	mo
	Guli-		
	el-mus	num	

Z.

Zaccha-ry, rias	riam	riae
Zacche-us	um	o

Obligor and Obligee.

31

Womens Names Obligor Lat. Obligee Lat.

English and Lat. Accusative Dative
Nominative Case. Case. Case.

Abi-gail	gailēm	gaili
Ag-nes	netēm	neti
Ali-ce, cia	ciam	ciæ
An-ne, na	nam	nae
Arrabel-la	lam	lae
Aure-lia	liam	liae
Barba-ra	ram	rae
Bea-trice, trix	tricēm	trici
Blan-ch, chia	ebiam	chia
Bri-dgett, gitta	gittam	gitta
Chari-ty, tas	tatēm	tati
Char-lotta	lottam	lottæ
Christia-n, a	nam	na
Cici-ly, lia	liam	liae
Constan-ce, tia	tiam	tiae
Debo-rah, ra	ram	rae
Dor-cas	cadēm	cadī
Doro-thy, thea	theam	theæ
Dou-se, Dul-cia	ciam	ciæ
Di-na	nam	nae
Elia-nor, norā	noram	noræ
Ellen, a	am	æ
Elizabeth, a	am	æ
Esther, a	am	æ
Eve, Eva	Evam	Eva

Faith

Names of

Womens Names Obligor Lat. Obligee Lat.
 English and Lat. Accusative Dative
 Nominative Case. Case. Case.

Faith	fi-dem	di
Fides		
Floren-ce, tia	tiam	tia
Fortu-ne, na	nam	nae
Fran-ces, cisca	ciscam	cisca
Gertrud-es	em	i
Julia-na	nam	nae
Gra-ce, cia	ciam	cia
Grisel, da	dam	dae
Hagar	Hagar	Hagar
Hannah	Hannam	Hanna
Helle-n, a	nam	nae
Heste-r, a	ram	rae
Ja-ne, na	nam	nae
Jo-yce, co-sa	sam	sa
Joan, na	nam	nae
Isabel, la	lam	lae
Judi-th, a	tham	thae
Julia	Juliam	Julia
Katheri-ne, na	nam	nae
Lea	Leam	Lea
Le-ttice, ti-cia	ciam	cia
Ly-dia	diam	dia
Lu-ce, cia	ciam	cia

Magdale

Womens Names Obligor Lat. Obligee Lat.
English and Lat. Accusative Dative
Nominative Case Case. Case.

Magda-len, a	lenam	lenæ
Margare-t, a	tam	tæ
Marge-ry, ria	riam	riæ
Ma-ry, ria	riam	riæ
Martha	Martham	Marthæ
Millecen-t, tia	tiam	tia

Nicho-la	lam	læ
----------	-----	----

Oli-ve, va	vam	væ
Ore-lia	liam]	liæ

Patien-ce, cia	ciam	ciæ
Penelo-pe	pen	pe
Philadel-phia	pbiam	pbic
Philip, pa	pam	pæ
Phil-bis	lidem	lidi
Philli-da	dam	dæ
Pbe-be	ben	bi
Prisca	Priscam	Priscæ
Priscil-la	lam	læ
Pruden-ce, cia	ciam	ciæ

Ra-chel, cha-el	elem	eli
Robac-ca	cam	cæ
Rosamund, da	dam	dæ
Rose, Rosa	Rosam	Rosæ
Ruth	Ruth	Ruth

D

Sabi-na

Names of Obligor and Obligee.

Womens Names Obligor Lat. Obligee Lat.
 English and Lat. Acculative Dative
 Nominative Case. Case Case.

<i>Sabi-na</i>	<i>nam</i>	<i>nae</i>
<i>Sarab</i>	<i>Saram</i>	<i>Sarae</i>
<i>Sibil, la</i>	<i>lam</i>	<i>lae</i>
<i>So-phie</i>	<i>phiam</i>	<i>phiae</i>
<i>Susan, na</i>	<i>nam,</i>	<i>nae</i>
<i>Tabi-tha</i>	<i>tham</i>	<i>thae</i>
<i>Temperan-ae, cia</i>	<i>ciam</i>	<i>ciae</i>
<i>Theodo-ra</i>	<i>ram</i>	<i>rae</i>
<i>Theodo-sia</i>	<i>siam</i>	<i>siae</i>
<i>Thomas-n, a</i>	<i>nam</i>	<i>nae</i>
<i>Ursley</i> }	<i>lam</i>	<i>lae</i>
<i>Ursu-la</i> }		
<i>Winifred, a</i>	<i>dam</i>	<i>dae, &c.</i>

Next follow the Places, as Cities,
 Towns, Villages, &c.

And

And first of Cities, as

De Civitate.

B Ath
Bristol
Canterbury
Chichester
Exeter
Gloucester
Hereford
Litchfield
Lincoln
London
Norwich
Oxford
Rochester
Winchester
Worcester
York

B Athon
Bristol
Cantuaria
Cicester
Exonia
Gloucestria
Hereford
Lichfield
Lincoln
London
Norvic
Oxonia
Roffa
Wintonia
Wigorn
Eborum.

Next of Towns or Parishes, &c. in Counties.

Or if it be in a Town, then write the Towns Name, and afterwards the County thus,

De Islington in Comitatu Middlesex!

D 2

Names

Names of Counties.

Names of Counties.

In Comitatu

B arkeſhire	B erks'
Bedfordſhire	Bedfordiæ
Buckinghamſhire	Buckinghamiæ
Cambridgſhire	Cantabrigiæ
Cheshire	Ceſtriæ
Cornwal	Cornubiæ
Cumberland	Cumberiæ
Darbyſhire	Derb'
Devonſhire	Devon'
Dorſetſhire	Dorſet'
Durham	Dunelm'
Elſex	Elſex
Glouceſtershire	Gloceſtriæ
Hampſhire	South'ton
Hartfordſhire	Hertfordiæ
Herefordſhire	Herefordiæ
Huntingtonſhire	Huntingtoniæ
Kent	Kanc'
Lancashire	Lancaſtriæ
Lincolnſhire	Lincoln'
Middleſex	Middleſex'

Parish of St. Clements-Danes.

*De parochia Sti. Clementis Dacorum in
Com' Middleſex.*

St. Mary Savoy.

*De parochia Sta. Mariæ in le Strond in
Com' Middleſex.*

St. Martins.

S. Martins.

*De parochia Sti. Martini in Campis in
Com. Middlesex.*

St. Giles's.

*De paroch. Sti. Egidii in Campis in Com.
Middlesex*

St. Anns Westminster.

*De paroch. Sta. Annæ Westminster infra li-
bertat' Westm' in Com' Middlesex.*

St. James Westminster.

*De paroch' Sti. Jacobi infra libertat' West-
minster in Com' Middl'.*

St. James's Clarkenwel.

*De paroch' Sancti Jacobi Clarkenwel in
Com' Middl'.*

St. Margaret's Westminster.

*De parochia Sanctæ Margarettæ Westm'
in Com' Middlesex.*

St. Paul's Covent Garden.

*D. parochia Sti. Pauli Covent Garden in
Com' Middlesex.*

Names of Counties.

In Comitatu

Northamptonshire	<i>North'ton</i>
Nottinghamshire	<i>Nottinghamiæ</i>
Northumberland	<i>Northumbriæ</i>
Norfolk	<i>Norfolciæ</i>
Oxfordshire	<i>Oxon'</i>
Rutlandshire	<i>Rutlandiæ</i>
Shropshire	<i>Salopia</i>
Somersetshire	<i>Somerset'</i>
Staffordshire	<i>Staffordiæ</i>
Suffolk	<i>Suffolciæ</i>
Sussex	<i>Sussexiæ</i>
Surrey	<i>Surr'</i>
Warwickshire	<i>Warwic'</i>
Westmorland	<i>Westmorland</i>
Wiltshire	<i>Wiltz'</i>
Worcestershire	<i>Wigornia</i>
Yorkshire	<i>Eborum</i>

W A L E S.

In Comitatu

B recknockshire	B recknoc'
Cardiganshire	Cardigan'
Carmarthenshire	Carmarthen'
Carnarvanshire	Carnarvan'
Denbighshire	Denbigb'
Flintshire	Flint'
Glamorganshire	Glamorgan'
Montgomeryshire	Montgomer'
Monmouthshire	Monmouthb'
Merionethshire	Merionithb'
Penbrokeshire	Pembrochiæ
Radnorshire	Radnor'

Next follow the Titles.

And

Titles of Obligor and Obligee.

39

And note, if they happen to be Tradesmen, their Trade (for more certainty) is now generally set down in English ; as Baker, Brewer, Chees-monger, and the like : For many *Latin* Words may have a double or doubtful Signification, and are not so sure, unless you put an *Anglice* to them ; as to write *Fabrum bombardicum*, *Anglice*, a Gunsmith ; *Fabrum vitrarium*, *Anglice*, a Glass-maker ; *Fabrum Oricalcarium*, *Anglice*, a Lattoner, and the like ; of which sort (if any one be a Formalist, or more nice than wise) he may in other Books find sufficient to puzzle himself and others withal, to which the Law hath little regard. These that follow are usual, viz.

	Accusative Case, Obligor.	Dative Case, Obligee.
A Knight	<i>Militem</i>	<i>Militi.</i>
An Esquire	<i>Armigerum</i>	<i>Armigero</i>
A Gentleman	<i>Generosum</i>	<i>Generoso</i>
A Yeoman	<i>Yeoman</i>	<i>Yeoman</i>
A Laborer	<i>Laborarium</i>	<i>Laborario</i>
A Lady	<i>Dominam</i>	<i>Domina</i>
A Widow	<i>Viduam</i>	<i>Viduae</i>
A Spinster	<i>Spinster</i>	<i>Spinster</i>
or	or	or
Single Woman	<i>innuptam</i>	<i>innuptae</i>
	D 4	Next

Next follows the Sum, which is usually double the Money lent, or thereabouts, to be sure enough to secure the Interest.

Teneri & firmiter obligari C. D. in Com' F. Generoso.

Twenty shillings	<i>viginti solidi,</i>
Thirty shillings	<i>triginta solidis</i>
Forty shillings	<i>quadraginta solidis,</i>
Fifty shillings	<i>quingenta solidis,</i>
Sixty shillings	<i>sexaginta solidis,</i>
Seventy shillings	<i>septuaginta solidis,</i>
Eighty shillings	<i>octoginta solidis,</i>
Ninety Shillings	<i>nonaginta solidis,</i>
An Hundred shill.	<i>centum solidus.</i>

Note, it is usual to write all Sums under Six Pounds in the number of Shillings.

6	Pounds	in	<i>Sex</i>	Libris.
7			<i>Septem</i>	
8			<i>Octo</i>	
9			<i>Novem</i>	
10			<i>Decem</i>	
11			<i>Undecim</i>	
12			<i>Duodecim</i>	
13			<i>Tresdecim</i>	
14			<i>Quatuordecim</i>	
15			<i>Quindecim</i>	
16			<i>Sexdecim</i>	

Sums of Money.

43

17		Septemdecim	
18		Octodecim	
19		Novendecim	
20		Viginti	
30		Triginta	
40		Quadraginta	
50		Quinquaginta	
60		Sexaginta	
70		Septuaginta	
80		Octoginta	
90		Nonaginta	Libris.
100	Pounds in	Centum	
200		Ducentis	
300		Trecentis	
400		Quadringentis	
500		Quingentis	
600		Sexcentis	
700		Septingentis	
800		Octingentis	
900		Noningentis	
1000		Mille	
2000		Duabus mille	
3000		Tribus mille.	

And note, That tho a Bond is usual-
ly double the Sum borrowed, yet there
is no Occasion to be so exact, as to put
down odd Shillings or Pence, neither
does it matter if the Penalty be some-
what over or under the Sum doubled,
the Penalty being only to reach Interest
and Charges.

Bene

Date of Bonds.

*Bonæ & legalis monetae Angliæ solvendæ
eidem C. aut suo certo Attorn' Executori-
bus, Administratoribus vel Assignatis suis
Ad quam quidem solutionem bene & fide-
liter faciend' Obligo me Hæredes, Executo-
res & Administratores meos firmiter per
præsentes, sigillo meo sigillat. dat. primo
die Januarii, as follows.*

1	Primo		Januarij
2	Secundo		Februarij,
3	Tertio		Martis,
4	Quarto		Aprilis,
5	Quinto		Maij,
6	Sexto		Junij,
7	Septimo		Julij,
8	Octavo		Augusti,
9	Nono		Septembris,
10	Decimo		Octobris,
11	Undecimo	Die	Novembris,
12	Duodecimo		Decembris,
13	Tertiodecimo		Januarij,
14	Quartodecimo		Februarij,
15	Quintodecimo		Martij,
16	Sextodecimo		Aprilis,
17	Decimo septimo		Maij,
18	Decimo octavo		Junij,
19	Decimo nono		Julij
20	Vicesimo		Augusti,
21	Vicesimo primo		Septembris
22	Vicesimo secundo		Octobris,
23	Vicesimo tertio		Novembris,
24	Vicesimo quarto		Decembris.

Date of Bonds.

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25	Vicesimo quinto	Die	Januarij,
26	Vicesimo sexto		Februarij,
27	Vicesimo septimo		Martij,
28	Vicesimo octavo		Aprilis,
29	Vicesimo nono		Maij,
30	Tricesimo		Iulij,
31	Tricesimo primo		Augusti.

Thirty days hath September,
 April, June and November;
 February * hath twenty eighta lone,
 And all the rest have Thirty and one.

Except in
 Leap-year
 it hath 29.

A T A B L E

A TABLE of all the Kings and Queens Reigns since the Conquest with the Year of our Lord to each Year of their Reign, computing the Year of our Lord from the 25th of March yearly.

Note, *William* the First of Normandy, surnamed the Conqueror, began his Reign over England, October the 14th, 1066; so that October 1067. was the first Year compleat of his Reign.

<i>William</i> the Con-		13	1079
queror.		14	1080
		15	1081
<i>An. Reg.</i>	<i>An. Dom.</i>	16	1082
		17	1083
1	1067	18	1084
2	1068	19	1085
3	1069	20	1086
4	1070		
5	1071		
6	1072	He Reigned twenty Years, 10 Months and 26 Days, his Reign ending September the 9th Sept. 1087.	
7	1073		
8	1074		
9	1075		
10	1076		
11	1077		
12	1078		

William

Kings Reigns:

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		5	1105
William Rufus be-		6	1106
gan his Reign		7	1107
Sept. 9th. 1087.		8	1108
		9	1109
An. Reg.	An. Dom.	10	1110
		11	1111
1	1088	12	1112
2	1089	13	1113
3	1090	14	1114
4	1091	15	1115
5	1092	16	1116
6	1093	17	1117
7	1094	18	1118
8	1095	19	1119
9	1096	20	1120
10	1097	21	1121
11	1098	22	1122
12	1099	23	1123
		24	1124
10 Months,		25	1125
23 Days.		26	1126
		27	1127
Henry the First be-		28	1128
gan his Reign		29	1129
Aug. 1st. 1100.		30	1130
		31	1131
An. Reg.	An. Dom.	32	1132
		33	1133
1	1101	34	1134
2	1102	35	1135
3	1103	4 Months, and 2 Day.	
4	1104		

Stephen

Stephen began his
Reign Decemb. 2.
1535.

An.Reg. An.Dom.

		1	1155
		3	1156
		2	1157
		4	1158
1	1136	5	1159
2	1137	6	1160
3	1138	7	1161
4	1139	8	1162
5	1140	9	1163
6	1141	10	1164
7	1142	11	1165
8	1143	12	1166
9	1144	13	1167
10	1145	14	1168
11	1146	15	1169
12	1147	16	1170
13	1148	17	1171
14	1149	18	1172
15	1150	19	1173
16	1151	20	1174
17	1152	21	1175
18	1153	22	1176
		23	1177
		24	1178
		25	1179
		26	1180
		27	1181
		28	1182
		29	1183
		30	1184

10 Months,
23 Days.

Henry II. began his
Reign Octob. 25.
1154.

Kings Reigns.

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31 1185 K. John began his
32 1186 Reign on the 6th
33 1187 of April 1199.
34 1188

An.Reg. An.Dom.

8 Months, 1 1200
11 Days. 2 1201

3 1202
4 1203

Richard I. began his 5 1204
Reign the 6th of 6 1205
July 1189. 7 1206

8 1207
An.Reg. An.Dom. 9 1208

10 1209
1 1190 11 1210

2 1191 12 1211
3 1192 13 1212

4 1193 14 1213
5 1194 15 1214

6 1195 16 1215
7 1196 17 1216

8 1197 6 Months
9 1198 13 Days.

9 Months, Henry III. began his
Reign Octob. 19.
1216.

An.Reg. An.Dom.

1 1217
2

Kings Reigns.

2	1218	35	1251
3	1219	36	1252
4	1220	37	1253
5	1221	38	1254
6	1222	39	1255
7	1223	40	1256
8	1224	41	1257
9	1225	42	1258
10	1226	43	1259
11	1227	44	1260
12	1228	45	1261
13	1229	46	1262
14	1230	47	1263
15	1231	48	1264
16	1232	49	1265
17	1233	50	1266
18	1234	51	1267
19	1235	52	1268
20	1236	53	1269
21	1237	54	1270
22	1238	55	1271
23	1239	56	1272
24	1240		
25	1241	28 Days.	
26	1242		
27	1243	Edward I. began his	
28	1244	Reign November	
29	1245	16th 1272.	
30	1246		
31	1247	An. Reg.	An. Dom.
32	1248		
33	1249	1	1273
34	1250	2	1274

3	1275		
4	1276	<i>Edward II. began</i>	
5	1277	<i>his Reign July the</i>	
6	1278	<i>7th 1307.</i>	
7	1279		
8	1280	<i>An.Reg.</i>	<i>An.Dom.</i>
9	1281		
10	1282	1	1308
11	1283	2	1309
12	1284	3	1310
13	1285	4	1311
14	1286	5	1312
15	1287	6	1313
16	1288	7	1314
17	1289	8	1315
18	1290	9	1316
19	1291	10	1317
20	1292	11	1318
21	1293	12	1319
22	1294	13	1320
23	1295	14	1321
24	1296	15	1322
25	1297	16	1323
26	1298	17	1324
27	1299	18	1325
28	1300	19	1326
29	1301		81
30	1302	<i>6 Months,</i>	
31	1303	<i>18 Days.</i>	
32	1304		
33	1305		
34	1306		
<i>7 Months, 21 Days.</i>			

E

Edward

Kings Reigns.

		25	1351
		26	1352
Edward III. began		27	1353
his Reign Janua.		28	1354
25th 1326.		29	1355
		30	1356
		31	1357
An. Reg.	An. Dom.	32	1358
		33	1359
1	1327	34	1360
2	1328	35	1361
3	1329	36	1362
4	1330	37	1363
5	1331	38	1364
6	1332	39	1365
7	1333	40	1366
8	1334	41	1367
9	1335	42	1368
10	1336	43	1369
11	1337	44	1370
12	1338	45	1371
13	1339	46	1372
14	1340	47	1373
15	1341	48	1374
16	1342	49	1375
17	1343	50	1376
18	1344	51	1377
19	1345		
20	1346	4 Months,	
21	1348	27 Days.	
22	1348		
23	1349		
24	1350		

Richard

Kings Reigns:

51

*Richard II. began his
Reign June 21th
1377.*

*Henry IV. began his
Reign the 29th of
September 1399.*

<i>An. Reg.</i>	<i>An. Dom.</i>	<i>An. Reg.</i>	<i>An. Dom.</i>
1	1378	1	1400
2	1379	2	1401
3	1380	3	1402
4	1381	4	1403
5	1382	5	1404
6	1383	6	1405
7	1384	7	1406
8	1385	8	1407
9	1386	9	1408
10	1387	10	1409
11	1388	11	1410
12	1389	12	1411
13	1390	13	1412
14	1391		
15	1392	5 Months,	
16	1393	19 Days.	
17	1394		
18	1395	<i>Henry V. began his</i>	
19	1396	<i>Reign March 20.</i>	
20	1397	1412.	
21	1398		
22	1399	<i>An. Reg.</i>	<i>An. Dom.</i>

*3 Months,
8 Days.*

1	1413
2	1414
3	1415

Kings Reigns.

3	1415	17	1439
4	1416	18	1440
5	1417	19	1441
6	1418	20	1442
7	1419	21	1443
8	1420	22	1444
9	1421	23	1445
		24	1446
5 Months,		25	1447
11 Days		26	1448
		27	1449
Henry VI. began his		28	1450
Reign August 31.		29	1451
1422.		30	1452
		31	1453
An.Reg.	An.Dom.	32	1454
		33	1455
1	1423	34	1456
2	1424	35	1457
3	1425	36	1458
4	1426	37	1459
5	1427	38	1460
6	1428		
7	1429	6 Months,	
8	1430	3 Days.	
9	1431		
10	1432	Edward IV. began	
11	1433	his Reign the 4th	
12	1434	of March 1460.	
13	1435		
14	1436	An.Reg.	An.Dom.
15	1437		
16	1438	1	1461

Kings Reigns.

53

2	1461		
3	1463	Henry VII. began his	
4	1464	Reign Aug. 22th	
5	1465	1485.	
6	1466		
7	1467	An.Reg.	An.Dom.
8	1468		
9	1469	1	1486
10	1470	2	1487
11	1471	3	1488
12	1472	4	1489
13	1473	5	1490
14	1474	6	1491
15	1475	7	1492
16	1476	8	1493
17	1477	9	1494
18	1478	10	1495
19	1479	11	1496
20	1480	12	1497
21	1481	13	1498
22	1482	14	1499
1 Month,		15	1500
5 Days.		16	1501
		17	1502
Richard III. began		18	1503
his Reign June		19	1504
22th 1483.		20	1505
		21	1506
An.Reg.		22	1507
An.Dom.		23	1508
1	1484		
2	1485	8 Months.	
2 Months.			
E 3		Henry	

Kings Reigns.

Henry VIII. began 27 1536
 his Reign April 28 1537
 22th 1509. 29 1538
 30 1539

An.Reg. An.Dom. 31 1540
 32 1541
 33 1542

1 1510 34 1543
 2 1511 35 1544
 3 1512 36 1545
 4 1513 37 1546
 5 1514

6 1515 9 Months, and
 7 1516 6 Days.
 8 1517

9 1518
 10 1519 Edward VI. began
 11 1520 his Reign Janu-
 12 1521 ary 28th 1546.
 13 1522

14 1523 An.Reg. An.Dom.
 15 1524

16 1525 1 1547

17 1526 2 1548

18 1527 3 1549

19 1528 4 1550

20 1529 5 1551

21 1530 6 1552

22 1531

23 1532 5 Months,

24 1533 8 Days, 1

25 1534

26 1535

Q Mary

Queens Reigns.

55

Q. Mary began her
Reign the 6th of
July, 1553.

An. Reg. An. Dom.

1 1554
2 1555
3 1556
4 1557
5 1558

4 Months,
22 Days.

Q. Elizabeth began
her Reign No-
vemb. 17. 1558.

An. Reg. An. Dom.

1 1559
2 1560
3 1561
4 1562
5 1563
6 1564
7 1565
8 1566
9 1567
10 1568

E 4

11 1569
12 1570
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28 1586
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31 1589
32 1590
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34 1592
35 1593
36 1594
37 1595
38 1596
39 1597
40 1598
41 1599
42 1600
43 1601
44

Kings Reigns.

44

1602 23

1625

4 Months,
7 Days.

3 Days.

James I. began his
Reign over Eng-
land 24 of March,
1602.Charles I. began his
Reign March 27.
1625.

An. Reg.

An. Dom.

An. Dom.

An. Dom.

1	1603	1	1626
2	1604	2	1627
3	1605	3	1628
4	1606	4	1629
5	1607	5	1630
6	1608	6	1631
7	1609	7	1632
8	1610	8	1633
9	1611	9	1634
10	1612	10	1635
11	1613	11	1636
12	1614	12	1637
13	1615	13	1638
14	1616	14	1639
15	1617	15	1640
16	1618	16	1641
17	1619	17	1642
18	1620	18	1643
19	1621	19	1644
20	1622	20	1645
21	1623	21	1646
22	1624	22	1647

23

Kings Reigns.

57

23	1648	23	1671
		24	1672
10 Months,		25	1673
3 Days:		26	1674
		27	1675
Charles II. began his		28	1676
Reign Jan. 30th		29	1677
1648.		30	1678
		31	1679
An. Reg.	An. Dom.	32	1680
		33	1681
1	1649	34	1682
2	1650	35	1683
3	1651	36	1684
4	1652		
5	1653	7 Days.	
6	1654		
7	1655	James II began his	
8	1656	Reign Feb. 6th.	
9	1657	1684.	
10	1658		
11	1659	An. Reg.	An. Dom.
12	1660		
13	1661	1	1685
14	1662	2	1686
15	1663	3	1687
16	1664	10 Months.	
17	1665	12 Days.	
18	1666		
19	1667	December the 18th	
20	1668	1688. he abdicated	
21	1669	the Government	
22	1670	and the 12th of Fe-	
		bruary	

*An. Reg.**An. Dom.*

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1544
1545
1546

9 Months, and
6 Days.

Edward VI. began
his Reign Janu-
ary 28th 1546.

An. Reg. *An. Dom.*

1
2
3
4
5
6

1547
1548
1549
1550
1551
1552

5 Months,
8 Days, 1

Q Mary

*An. Reg.**An. Dom.*

1

1554

2

1555

3

1556

4

1557

5

1558

4 Months,
22 Days.Q. Elizabeth began
her Reign No-
vemb. 17. 1558.*An. Reg.**An. Dom.*

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1559

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1565

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1566

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1598

1599

1600

1601

44

Kings Reigns.

44

1602 23

1625

4 Months,
7 Days.

3 Days.

James I. began his
Reign over Eng-
land 24 of March,
1602.Charles I. began his
Reign March 27.
1625.

An. Reg.

An. Dom.

An. Dom.

An. Dom.

1	1603	1	1626
2	1604	2	1627
3	1605	3	1628
4	1606	4	1629
5	1607	5	1630
6	1608	6	1631
7	1609	7	1632
8	1610	8	1633
9	1611	9	1634
10	1612	10	1635
11	1613	11	1636
12	1614	12	1637
13	1615	13	1638
14	1616	14	1639
15	1617	15	1640
16	1618	16	1641
17	1619	17	1642
18	1620	18	1643
19	1621	19	1644
20	1622	20	1645
21	1623	21	1646
22	1624	22	1647
			23

Kings Reigns.

57

23	1648	23	1671
		24	1672
10 Months,		25	1673
3 Days.		26	1674
		27	1675
Charles II. began his		28	1676
Reign Jan. 3 th		29	1677
1648.		30	1678
		31	1679
An. Reg.	An. Dom.	32	1680
		33	1681
1	1649	34	1682
2	1650	35	1683
3	1651	36	1684
4	1652		
5	1653	7 Days.	
6	1654		
7	1655	James II began his	
8	1656	Reign Feb. 6 th .	
9	1657	1684.	
10	1658		
11	1659	An. Reg.	An. Dom.
12	1660		
13	1661	1	1685
14	1662	2	1686
15	1663	3	1687
16	1664	10 Months,	
17	1665	12 Days.	
18	1666		
19	1667	December the 18 th	
20	1668	1688. he abdicated	
21	1669	the Government	
22	1670	and the 13 th of Fe-	
		bruary	

	An. Reg.	An. Dom.
bruary following,		
William of Nassaw,	1	1689
Prince of Orange, &	2	1690
Mary his Princess,	3	1691
(Eldest Daughter of	4	1692
James the Second)	5	Feb. 12. 1693
accepted the Go-	6	compleat 1694
vernment of this		Queen Mary died
Kingdom; And A-		the 28th of De-
pril the 11th 1689.		cember 1694.

of Scotland. So that King William and WILLIAM III.

Queen Mary began		
their Reign (ac-	7	1695
cording to the Law-	8	1696
yers, who begin	9	1697
their Year at La-	10	1698

* *Alias*
1689. ac- dy-day) Febr. 13th 11 Feb. 12. 1699
cording to 1688. * 12 compleat 1700
the Alma-
nack.

So 12 years com-
pleat; according to
the Lawyers, Feb. 12. 1700. (*alias* 1701.
according to the Almanack.)

*Anno Regni Domini nostri Willielmi
tertij Dei gratia Anglia, Scotia, Francie
& Hyberniae Regis fidei Defensoris, &c.
Duodecimo, Annoq; Dom. 1700.*

Writing the Year of our Lord in
Figures. See before in the Table for
the Days, which Number may be ap-
plied to the Years (changing *Die* for
Anno.) Thus

Thus we have examined the most material Parts of a Single Bond, which being considered, you may easily apprehend how to fill up a Double or Treble Bond; of all which you have some Examples following.

But it may be convenient here to set set down a Table of Interest.

A TABLE

The TABLE of Interest at Five per Cent. is as follows

Pounds	A Week			A Month			A Quarter			A Half Year		
	Interest.			Interest.			Interest.			Interest.		
	s.	d.	q.	s.	d.	q.	s.	d.	q.	s.	d.	q.
10	0	0	1	0	0	1	0	0	2	0	0	3
20	0	0	2	0	0	2	0	0	4	0	0	7
30	0	0	3	0	0	3	0	0	7	0	0	10
40	0	1	0	0	0	4	0	0	9	0	1	2
50	0	1	1	0	0	6	0	1	0	0	1	6
60	0	1	2	0	0	7	0	1	2	0	1	9
70	0	1	3	0	0	8	0	1	4	0	2	1
80	0	2	1	0	0	9	0	1	7	0	2	4
90	0	2	2	0	0	10	0	1	9	0	2	8
	s.	d.	q.	l.	s.	d.	l.	s.	d.	l.	s.	d.
100	0	2	3	0	1	0	0	2	0	0	3	0
200	0	5	2	0	2	0	0	4	0	0	6	0
300	0	8	1	0	3	0	0	6	0	0	9	0
400	0	11	0	0	4	0	0	8	0	0	12	0
500	1	1	3	0	5	0	0	10	0	0	15	0
600	1	4	2	0	6	0	0	12	0	0	18	0
700	1	7	1	0	7	0	0	14	0	1	1	0
800	1	10	0	0	8	0	0	16	0	1	4	0
900	1	13	0	0	9	0	0	18	0	1	7	0
	s.	d.	q.	l.	s.	d.	l.	s.	d.	l.	s.	d.
1000	2	3	2	0	10	0	1	0	0	1	10	0
2000	4	7	1	1	00	0	2	0	0	3	00	0
3000	6	10	3	1	10	0	3	0	0	4	10	0
4000	9	2	2	2	00	0	4	0	0	6	00	0
5000	11	6	0	2	10	0	5	0	0	7	10	0
6000	13	9	2	3	00	0	6	0	0	9	00	0
7000	16	1	1	3	10	0	7	0	0	10	10	0
8000	18	4	3	4	00	0	8	0	0	12	00	0
9000	20	8	2	4	10	0	9	0	0	13	10	0
0000	23	0	1	5	00	0	10	0	0	15	00	0

Table of Interest

61

Pounds	4 Months Interest.	6 Months Interest.	9 Months Interest.	At Year Interest.
1	0 4 00	0 6 00	0 9 00	1 2 00
2	0 8 00	0 12 00	0 18 00	2 4 00
3	0 12 00	0 18 00	0 27 00	3 6 00
4	0 16 00	0 24 00	0 36 00	4 8 00
5	0 20 00	0 30 00	0 45 00	6 0 00
6	0 24 00	0 36 00	0 54 00	7 2 00
7	0 28 00	0 42 00	0 63 00	8 4 00
8	0 32 00	0 48 00	0 72 00	9 6 00
9	0 36 00	0 54 00	0 81 00	10 8 00
10	0 40 00	0 60 00	0 90 00	12 0 00
20	0 8 00	0 12 00	0 18 00	2 4 00
30	0 12 00	0 18 00	0 27 00	3 6 00
40	0 16 00	0 24 00	0 36 00	4 8 00
50	0 20 00	0 30 00	0 45 00	6 0 00
60	0 24 00	0 36 00	0 54 00	7 2 00
70	0 28 00	0 42 00	0 63 00	8 4 00
80	0 32 00	0 48 00	0 72 00	9 6 00
90	0 36 00	0 54 00	0 81 00	10 8 00
100	0 40 00	0 60 00	0 90 00	12 0 00
200	0 8 00	0 12 00	0 18 00	2 4 00
300	0 12 00	0 18 00	0 27 00	3 6 00
400	0 16 00	0 24 00	0 36 00	4 8 00
500	0 20 00	0 30 00	0 45 00	6 0 00
600	0 24 00	0 36 00	0 54 00	7 2 00
700	0 28 00	0 42 00	0 63 00	8 4 00
800	0 32 00	0 48 00	0 72 00	9 6 00
900	0 36 00	0 54 00	0 81 00	10 8 00
1000	0 40 00	0 60 00	0 90 00	12 0 00

The Use of this Table is easie to be understood ; for if you find the Sum in the

The use of the foregoing Table.

the first Column under the Word *Pounds* you may find the Interest thereof in the Line over against it, from your Left Hand to the Right, for a Week, a Month, two Months, three Months, four Months, six Months, nine Months and a Year.

But if your Sum is not in that Column, you must then take two or three such Sums as will amount to your Sum required, and work them severally, and the Total of each being added, will answer your Expectation.

Note, I have made use of *s.* for Shillings, *d.* for Pence, and *q.* for Far-

Also *l.* for Pounds, *s.* for Shillings, and *d.* for Pence, as you may observe in their several places.

A Table

A Table shewing how many Tears Purchase a Lease or Annuity to continue for a Term of 30 Tears, or under, is worth immediately at Interest upon Interest, after the Rate of 6 l. per Cent. per Annum; and how to discount any Lease in being, and what the true Value of the Reversion will be after any Number of Tears.

Years of a Lease	Years.	Months.	Decimal parts.	Years of a Lease	Years.	Months.	Decimal parts.
1	0	11	0	16	10	1	3
2	1	9	9	17	10	5	8
3	2	8	1	18	10	9	9
4	3	9	9	19	11	1	3
5	4	2	5	20	11	5	7
6	4	11	0	21	11	9	3
7	5	7	0	22	12	0	5
8	6	2	5	23	12	3	6
9	6	9	6	24	12	6	6
10	7	4	3	25	12	9	4
11	7	10	7	26	13	0	0
12	8	4	6	27	13	2	5
13	8	10	3	28	13	4	1
14	9	9	6	29	13	7	9
15	9	8	5	30	13	9	2

The

The Use of the Table.

TH E first Column on the Left Hand shews the Years of a Lease, or Annuity, and against each Year are the Years, Months and Decimal Parts of a Months Purchase such a Lease or Annuity is worth.

As for Example.

Suppose a Lease or Annuity to continue Twenty Years, and you would know how many Years Purchase it is worth in present Money: Look in the Table for 20 Years of a Lease on the Left Hand, and you will find against it 11, 5, 7. which shews that such a Lease is worth 11 Years, 5 Months, and 7 Tenths of a Months Purchase.

But if you be to buy or sell the Reversion of any Lease or Annuity, and would know the Value of it in present money; if it be of a Lease to continue for Ten years; Look into the Table on the Left Hand, and over against 10 in the first Column there you will find 7 years, 4 Months, and 3 Decimal Parts of a Month, which is the Value of the Purchase of that Lease, if it were in Possession. But supposing a Lease of four years

Years before its Commencement, you must look in the Table over-against the 4 Years, and there you will find 3 Years 9 Months, and 9 Decimal Parts of a Month : Take this out of the Sum against 10, viz. 7, 4, 3, and the Remainder will be 3 Years, 4 Months, and 4 Decimal Parts, or Tenths of a Month, which is the Value of the Reversion after the Expiration of a Lease for 4 Years. *Et sic de cæteris.*

The four Terms with their Returns, With Rules for finding out the beginning and ending of any Term, with its Returns, without an Almanack, for ever ; (Except to find what Day of the Week Michaelmas-day happens to be of.)

Hillary Term begins the 23th of January, and ends the 12th of February, except either of those Days fall on a Sunday, which is no Law-day, and then on the day following.

In this Term are three compleat Weeks, and hath these four Returns, viz.

The Four Terms,

1. In *Octabis Sancti Hillarii*, in Eight days of the Feast of St. *Hilary*.
2. On the 15th. day after the Feast of St. *Hilary*, (*viz.*) *a die Sancti Hillarii in quindecim dies.*
3. In *Craftino Purificationis beatæ Mariæ*. On the morrow of the Feast of the Purification of the Blessed *Mary*.
4. In *Octabis Purificationis Beatæ Mariæ*. In Eight days of the Feast of the Purification of the Blessed *Mary*.

Easter Term begins 17 days after *Easter-day*, and hath four Returns.

1. From *Easterday* in fifteen days, *a die Paschæ in quindecim dies.*
2. From *Easter-day* in three Weeks, *a die Paschæ in tres Septimanas.*
3. From *Easter-day* in one Month, *a die Paschæ in unum Mensem.*
4. Five Weeks after *Easter*, *a die Paschæ in quinq; Septimanas.*
5. In *Craftino Ascensionis Domini*; on the Morrow after *Ascension-day*.

Trinity-Term begins the Friday after *Trinity-Sunday*, and Friday Seven-night after *Whitsunday*, and ends the *Wednesday* fortnight after, and hath four Returns, *viz.*

1. In *Craftino Sanctæ Trinitatis*; on the *Mor-*

and their Returns.

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Morrow of the Feast of the Holy Trinity.

2. In *Octabis Sanctæ Trinitatis*; Eight days after the Feast of the Holy Trinity.

3. Fifteen days after the Feast of the Holy Trinity, *à die Sanctæ Trinitatis in quindecim dies.*

4. Three Weeks after the Feast of the Holy Trinity, *à die Sanctæ Trinitatis in tres Septimanas.*

Note, That the same day three Weeks which Michaelmas-day happens to fall on, is the Essoin-day of Michaelmas-Term, and the *Quarto die post* inclusive is the first day of that Term, always beginning the 23th of October, and ending the 28th of November, unless either of those days happen on a Sunday, and then on the day following, and hath six Returns, viz.

1. *A die Sancti Michaelis in tres Septimanas*, Three Weeks after the Feast of St. Michael.

2. A Month after the Feast of St. Michael, *à die Sancti Michaelis in unum Mensem.*

3. In *Crastino Animarum*; on the Morrow of the Feast of All-Souls.

F 2

4. In

The Four Terms,

4. In *Craftino Sancti Martini*; on the Morrow of the Feast of St. Martin.

5. In *Octabis Sancti Martini*; Eight days after the Feast of St. Martin.

6. Fifteen days after the Feast of St. Martin, *à die Sancti Martini in quindecim dies.*

Note, The first day of every Return is the *Essoin-day*; the second day is the day for Exceptions; the third day for the Return of Writs; and the fourth day for Appearances: Which each Return of every Term is called the *Quarto die post.*

Note, The Returns in the *Kings Bench* usually are on a day certain *prox' post*, as, *die Lunæ prox' post tres Septimanas Sancti Michaelis, &c.*

Rules

*Rules for finding out the Beginning
and Ending of any Term, without
an Almanack, for ever.*

NOte, The *Quarto die post* is always computed inclusively of every Retorn in this manner, viz. The *Essoin-day* and the *Quarto die post* for two of the four days of the Retorn, and two whole days between them ; which all together make the four Days above-mentioned ; of which every Retorn doth consist.

If the *Essoin-day* fall upon a *Sunday*, the *Quarto die post* is, notwithstanding, reckon'd as if it had fallen upon any other day (that *Sunday* on which it falls being taken for one of the four Days of which the Retorn consists, although it be not *Dies Juridicus*, no Day in Law.) For though such *Essoin-day* happens to fall on a *Sunday*, it shall be kept on the *Monday* following : Nevertheless the *Quarto die post* shall be the *Wednesday* after, and not on *Thursday*. Also if the *Quarto die post*, *Retorna Brevium*, or Days of Exception fall on a *Sunday*, they shall be kept on the *Monday*, as the *Essoin-day* is.

Every Term begins on the *Quarto die post* of the first Retorn, and ends on the *Quarto die post* of the last Retorn, un-

To find the beginning of any Term.
 leſe either of them happen to fall on a *Sunday*, and then it ſhall begin or end on the next day, *Monday*; unleſs in *Trinity-Term*, the *Effoin-day* whereof being always on *Monday*, and the *Thursday* following being the *Quarto die poſt*, becauſe it is *Corpus-Chriſti-day* is not kept, and therefore *Trinity-Term* always begins on a *Friday*.

You are to obſerve alſo, That the *Effoin-day* of *Hillary-Term* falls always on the 20th of *January*; of *Eaſter-Term* upon the *Sunday*-fortnight after *Eaſter-Sunday*; of *Trinity-Term* on *Monday* the Morrow of *Trinity-Sunday*; and of *Michaelmas-Term* on the 20th of *October*: So the ſame day of the Week that *Michaelmas-Term* begins, the next *Hillary-Term* ends; and that day of the Week which *Michaelmas-Term* ends, the next *Hillary-Term* begins.

Note, The *Effoin-day* in Law is accounted the firſt day of the Term.

BONDS

BONDS

OR

OBLIGATIONS.

A Bond from One to One.

NOverint Universi per præsentes
me, A. B. de C. in Com' D. Teo-
man teneri & firmiter obligari
E. F. de G. in Com' H. Gen' in quinquaginta libris bonæ & legalis monetæ Angliæ solvend' eidem E. F. aut suo certo Attorn' Executoribus, Administratoribus vel Assignatis suis Ad quam quidem solutionem bene & fideliter faciend' Obligo me Hæredes, Executores & Administratores meos firmiter per præsentes, sigillo meo sigillat. dat. vicesimo quinto die Martij Anno Regni Dom' Willielmi Tertij Dei gratia Angl' Scotiæ Franc' & Hiberniæ Regis fidei Defensor', &c. duodecimo Annoq; Dom' 1700.

F 4

From

From One to Two.

NOuerint, (&c.) teneri & firmiter obligari E. F. (&c.) Gen' & J. K. de (&c.) Armiger' in Ducentis libris bonæ & legalis monete Angliæ solvend' eidem E. F. & J. K. seu eorum alteri vel eorum certo Attorn' Executoribus Administratoribus vel Assign' suis Ad quam quidem solutionem, &c. (as before.)

From One to Three.

NOuerint, (&c.) teneri & firmiter obligari E. F. de (&c.) [naming the Three Obligees, their Places and Title of Abode] in Centum libris solvend' eidem E. F. G. H. & J. K. vel alicui eorum aut suo certo Attorn' Executor' Administrator' vel Assign' suis Ad quam quidem solutionem, &c. (as before.)

From Two to One.

NOuerint Uniuersi per presentes Nos, A. B. de C. in Com' D. Gen' & E. F. de G. in Com' J. Yeom' teneri & firmit' obligari J. K. de L. in Com' M. Armigero in Centum libris bonæ & legalis monete Angliæ solvend' eidem J. K. aut suo certo Attorn' Executoribus Administratoribus vel Assign' suis Ad quam quidem solutionem bene

*& fideliter faciend' obligamus Nos & U-
trumq; Nostrum per se pro toto & in solido
Heredes, Executores & Administratores No-
stros & utriusq; Nostrum firmiter per pra-
sentes sigillis nostris sigillat' dat', &c. (as
before.)*

From Two to Two.

NOverint, (&c.) Nos [naming the
Two Obligors, their Habitation
and Titles] teneri & firmiter obligari
[naming the Two Obligees, their Ha-
bitations and Titles] *in Centum libris, &c.
solvend'* (as in the Bond from One to
Two) *Ad quam quidem solutionem, &c.*
(as last above.)

From Two to Three.

NOverint (&c.) Nos (naming the
three Obligors, &c.) teneri & fir-
miter obligari (naming the three Obligees
and Sum) *solvend'* (as in the Bond from
One to Three) *Ad quam quidem solutio-
nem, &c. (as last above.)*

From Three to One.

NOverint (&c.) Nos [the three Ob-
ligors] teneri, &c. (as in a single
Bond) *Ad quam quidem solutionem bene
& fideliter faciend' obligamus Nos & quem-
libet*

Bonds or Obligations.

*libet Nostrum per se pro toto & in solido
Heredes, Executores & Administratores no-
stros & cujuslibet Nostrum firmit' per pre-
sentes sigillis nostris sigillat' dat', &c. (as
in the first.)*

From Three to Two.

NOverint, (&c.) Nos (the Three
Obligors) teneri & firmiter obli-
gari (to the two Obligees) in Centum
libris bonæ, &c. solvend' (as in the Bond
from One to Two) Ad quam quidem
solutionem (as last above.)

From Three to Three.

NOverint (&c.) Nos (the three Ob-
ligors) teneri & firmiter obligari
(to the three Obligees) in Cent' libr' bo-
næ (&c.) solvend' (as from One to
Three) Ad quam quidem solutionem (as
last above.)

THE

THE
CONDITIONS
OF
BONDS.

THE Conditions of Bonds (as is said before) are to be made according to the Agreement of the Parties, and must be to do Things possible and lawful, or else they will avail nothing.

If it be to pay Money, then Thus:

The Condition of a Bond from One to One to pay Money at one Payment.

THE Condition of this Obligation is such, That if the above bounden *A. B.* his Heirs, Executors or Administrators shall and do well and truly pay, or cause to be paid unto the above named *C. D.* his Executors, Administrators

Conditions of Bonds.

tors or Assigns the full Sum of One Hundred Pounds of lawful Money of *England*, on the four and twentieth day of *August* next ensuing the Date of these Presents, without Fraud or further delay, then this Obligation to be void, and of none Effect, or else to be and remain in full force and vertue.

*Sealed and delivered
in the presence of,*

Note, It is better to name no Place where the Money must be paid; for then the *Obligor* is obliged to come to the *Obligee*, &c. and satisfy the Debt.

If the Money is to be paid at several Payments, then say thus:

A Condition for several Payments.

TH E Condition, &c. (*as above*) the full Sum of one hundred Pounds of good and lawful Money of *England*, in manner and form following (that is to say) The Sum of Twenty and five Pounds, part thereof, on the four and twentieth day of *June* next ensuing the Date of these Presents; Twenty and five Pounds more thereof, on the four and

Conditions of Bonds.

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and twentieth day of *September* then next following, Twenty and five Pounds more thereof on the four and twentieth day of *December* then next following; and Twenty and five Pounds the Residue thereof, on the five and twentieth day of *March* which shall be in the Year of our Lord One thousand seven hundred and one, without Fraud or further Delay; then this Obligation to be void and of none Effect. † But if Default shall happen to be made in Payment of any the said several and respective Sums of Money above-mentioned, or any part of any of them, on any of the said several and respective Days or Times above limited for the Payment thereof, contrary to the true intent and meaning of these Presents, then this Obligation to be and remain in full force and vertue.

*Sealed and delivered
in the Presence of,*

† *Note*, If this last Clause of Default be not inserted after this manner, though several days be expressed for the Payment, the Bond cannot in such Case be sued till the last day be expired.

And if the Money be to be paid by small Parcels Monthly or Weekly, as Twenty Pounds by Twenty Shillings, then say:

In

Conditions of Bonds.

In manner and form following, (that is to say) Twenty Shillings, part thereof, on the Eight and twentieth day of this Instant *May*, and Twenty Shillings more thereof on the Eight and twentieth day of *June* then next immediately following, and Twenty Shillings more thereof on the Eight and twentieth day of *July* then next immediately following; and so consequently Twenty Shillings Monthly on the Eight and twentieth day of every Month, the one Month next and immediately ensuing the other, until the said Sum of Twenty Pounds be fully paid and satisfied according to the true intent and meaning hereof; then this Obligation to be void and of none effect. But if Default, &c. (*as before.*)

And here note, That if there happen to be any odd Money, So that the Payments cannot be proportionable, 'tis best to make the odd Money payable first, that so the rest may fall proportionably; otherwise if it be left last, you will be obliged to express every Day and Payment, though never so many, or else to go a great way about to make all even.

Conditions of Bonds.

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If One is to pay Money to Two, then say,

That if the above bounden *A. B.* his Heirs (&c.) do, and shall well and truly pay, or cause to be paid unto the above named *C. D.* and *E. F.* or to either of them, their, or either of their Executors, Administrators or Assigns, the full Sum of, &c.

If to Three, then say,

Pay or cause to be paid unto the above named *A. B. C. D.* and *E. F.* or any of them, their, or any of their Executors, Administrators or Assigns, &c.

If Two be to pay the Money, then say,

That if the above bounden *A. B.* and *C. D.* or either of them, their, or either of their Heirs, Executors, or Administrators or any of them do and shall, &c.

If Three be to pay, then,

That if the above bounden *A. B. C. D.* and *E. F.* or any of them, their or any of their Heirs, Executors or Administrators, or any of them do and shall, &c.

A Bond

A Bond in English.

K Now all Men by these Presents,
That I *A. B.* of *C.* in the County
of *D.* Yeoman, am held and firmly
bound unto *E. F.* of *C.* aforesaid, Gent.
in Twenty Pounds of good and lawful
Money of England; To which Payment
well and truly to be made, * I bind my
self, my Heirs, Executors and Admini-
strators firmly by these Presents, sealed
with my Seal, dated the Twentieth day
of *August* in the twelfth Year of the
Reign of our Lord *William* the Third by
the Grace of God, of *England, Scotland,*
France and Ireland, King, Defender of the
Faith, &c. *Annoq; Domini 1700.*

The Condition (&c.) *as in others.*

* *Note, If Two be bound, then you
say, We bind our selves, and either
of us by himself for the whole, and
the Heirs, Executors and Admini-
strators of us, and either of us firm-
ly by these Presents, &c.*

*If Three, then say, We bind our selves,
and every of us by himself for the
whole, and the Heirs, Executors
and Administrators of us, and every
of us firmly by these Presents, &c.*

The Form of a Bail-Bond.

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As to other Conditions that are not for Payment of Money, Care must be taken that the Sense be clear, and the Intent lawful and possible, and fully expressed; of which as well for your Benefit as better Understanding, I have herein set down many Presidents that most usually happen.

The Form of a Bail-Bond.

Noverint Universi per presentes Nos (first name the Party Arrested, then two more for his Bail) teneri & firmiter obligari A. B. Armiger Vicecomiti Com' D. predicti in Quadraginta Libris (at least, and if the Warrant be Special then you double the Sum in the Warrant) ^{40 l. at the least} bonæ & legalis monete Angliæ solvend' eidem Vic' aut suo certo Attornat' Executoribus Administratoribus vel Assignatis suis, Ad quam quidem solutionem bene & fideliter faciend' obligamus Nos & quemlibet Nostr' per se pro toto & in solido Hæredes, Executores & Administratores nostros & cujuslibet nostrum firmiter per presentes Sigillis nostris sigillat' dat' Vicefimo tertio die Septembris Anno Regni Domini nostri Willielmi tertij Dei gratia Angliæ, Scotiæ, Franciæ & Hybæniæ Regis fidei Defensoris, &c. Duodecimo, Annoq; Dom. 1700.

G

Ther

Then write the Condition in Latin,
as follows :

Conditio istius Obligationis talis est, quod
si super-obbligat^s (the Party Arrest-
ed) compareat coram dict^s Domino Rege
(if it be in the Kings-Bench) (but if it
be in the Common Pleas, say coram Justic^s
dict. Dom. Regis) apud Westmonasterium
die Veneris prox^s post tres Septimanas San-
cti Michaelis (or otherwise as the Re-
turn is expressed in the Warrant) prox^s
futur^s ad respond^s (the Party Plainiff
in the Warrant) de placito (as in the
Warrant) quod tunc hæc præsens obligatio
vacua fuer^t & nullius vigoris, alioquin
stet & permaneat in suo pleno robore, vi-
gore & effectu.

Sigillat^s & deliberat^s
in præsentia nostrum

Aliter of a Bail-Bond partly
in English.

TH E Condition of this Obligation
is such, That if the above bound
A. B. shall appear before our Lord the
King [or before the Justices of our
Lord the King, as the Case is] Die ...
prox^s post (as the Return is) now next
follow-

Presidents for Bonds.

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Following, to answer C. D. *de Pleaite Transgr* (as it is mentioned in the Warrant in Latin, or you may put it into English, if you think fit) that then this present Obligation shall be void and of none effect, otherwise shall remain in full force and vertue.

*Sealed and delivered
in the presence of*

*A Counter-bond given to one that
stands bound for the Defendant up-
on a Bail-Bond.*

WHereas the above named E. F. at the special Instance and Request of the above bound A. B. together with the said A. B. and G. H. became lately bound unto J. K. Sheriff of the County of L. in the penal Sum of 40 l. conditioned for the Appearance of the said A. B. before our Lord the King at *Westminster* on the . . . day of . . . (as the Return was) next following, to answer C. D. of a Plea of Trespas (as the Action in the Warrant or Bail-bond is mentioned) The Condition therefore of this Obligation is such, That if the above bound A. B. shall truly appear according to the Condition of the said Sheriffs Bond, and as the Law in such

G 2

Case

Presidents for Bonds.

Cafe requireth. And if he the said *A. B.* his Heirs, Executors or Administrators shall also from time to time, and at all times hereafter well and truly save harmless and indemnified him the said *E. F.* his Executors and Administrators, and his and their Goods and Chattels, and every of them, of and from all Damages, Sums of Money, and Costs and Charges which he, they, or any of them shall hereafter be put unto by reason of him the said *E. F.* being bound for the Appearance of the said *A. B.* as aforesaid, Then this Obligation to be void, or else to remain in full force and virtue.

See after for a Condition to save harmless for being bail to the Action.

A Condition of a Counter-Bond to save harmless from a Bond given for Payment of Money.

THE Condition of this Obligation is such, That whereas the above named *A. B.* at the special Instance and Request of the above bounden *C. D.* and for the only proper Debt and Duty of the said *C. D.* together with him the said *C. D.* is held and firmly bound unto *E. F.* of

Conditions of Bonds.

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of G. in the County of H. Gent. in and by one Obligation bearing even Date with these Presents, * in the Penal Sum * Accord-
of one hundred Pounds of lawful Mo- ing as the
ney of *England*, conditioned for the Date of the
true payment of fifty Pounds of like other Bond
lawful Money on the first day of *May* is.
next ensuing the Date of the same re-
cited Obligation, as by the said Obliga-
tion and Condition thereof (Relation
being thereunto had) doth, and may
more fully and at large appear; if there-
fore the said C. D. his Heirs, Executors,
or Administrators, or any of them shall
and do well and truly pay or cause to
be paid unto the said E. F. his Executors,
Administrators, or Assigns the said Sum
of Fifty Pounds, according to the Con-
dition of the said recited Obligation,
and for the Discharge, and making void
of the same, and do thereby exonerate,
acquit and discharge the said A. B. his
Executors and Administrators as well of
and from the same Obligation, as also
of and from all Actions, Suits, Costs,
Charges, Judgments, Executions and
Demands whatsoever concerning the
same, That then this present Obligation
to be void and of none effect, or else to
remain and abide in full force and ver-
tue.

A Condition of a Bond to perform Covenants.

THE Condition of this Obligation is such; That if the above bounden *A. B.* his Heirs, Executors and Administrators, and every of them shall and do for his and their parts in all things well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the Covenants, Grants, Articles, Promises, Payments, Conditions and Agreements whatsoever, which on his and their parts and behalfs are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprised and mentioned in certain Articles of Agreement indented (or in one Pair of Indentures Tripartite or Quadripartite, as the Case may require) bearing even Date with these Presents (or otherwise as the Date of them are) made, or expressed to be made between the said *A. B.* of the one Part, and the above named *C. D.* of the other Part [or otherwise, &c. as the Parts of the Indentures, &c. are] and that in and by all things according to the Contents, Purposes, true Intent and meaning of the same Articles (or Indentures, &c. as the Case requires) without Fraud or Covin, Then this

this present Obligation to be void and of none effect, or else to be and remain in full force and vertue.

The Condition of a Bond of Arbitration.

THE Condition of this Obligation is such, That if the above bounden *A. B.* his Heirs, Executors and Administrators for his and their Parts and Behalves, shall and do in all things well and truly stand to obey, abide, observe, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of *C. D.* of *E.* in the County of *F. Gent.* and *H. I.* of *E.* aforesaid, Gent. (*according to the Names and Places the Arbitrators are of*) Arbitrators indifferently chosen, elected and named, as well on the Part and Behalf of the above bounden *A. B.* as of the above named *K. L.* to arbitrate, award, order, judge, and determine of, for, upon or concerning all and all manner of Action or Actions, Cause or Causes of Actions, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever at any time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed,

* *Note.*
 You may
 say Writing
 indented
 (&c.) That
 so there
 may be two
 Parts.

mitted or depending by or between the said Parties; so always as the said Award, Arbitrament, Order, Determination, final End and Judgment of the said Arbitrators of, for or upon the Premisses be made or drawn up in Writing * under their Hands and Seals, and delivered or ready to be delivered to the said Parties, or such of them as shall desire the same on or before the first day of *June* next ensuing the Date of these Presents, † Then this Obligation to be void, and of none effect, or else to stand and remain in full force and vertue.

† *Note*, if the matter is to be left to an Umpire, in case the Arbitrators cannot agree by the same time, then after the Words (*next ensuing the Date of these Presents*) add this Clause following;

And if the said Arbitrators shall not make and draw up their Award in Writing, as aforesaid, on or before the first day of *June*, if then the said *A. B.* his Executors, Administrators and Assigns, and every of them do and shall stand to, abide, observe, perform and keep the Award, Umpirage, final End and Judgment of *M. N. of O.* in the said County of *F.* Esq; Umpire indifferently elected and chosen betwixt the said Parties for

for ending and composing all the Differences aforesaid, so as the said Umpire do make and draw up his said Award, Umpirage and Determination in Writing (indented) under his Hand and Seal ready to be delivered to the Parties, or such of them as shall desire the same on or before the eighth Day of June next ensuing the Date of these Presents, Then this Obligation to be void and of none effect, or else to stand and remain in full force and vertue.

See after for an Award or Abitrament. *Vide le Table.*

A Condition to suffer a Man's Wife to make her Will.

TH E Condition (&c.) That whereas the above bound *A. B.* shall shortly by God's Grace marry, and take to Wife *C. D.* late the Wife of *E. F.* deceased, and by reason and means of the said Marriage, he the said *A. B.* shall be greatly preferred and advanced in Substance and Riches; In Consideration whereof, if so be that the said *A. B.* after Marriage had and solemnized between him and the said *C. D.* do quietly permit and suffer the said *C. D.* (if she fortune to decease before the said *A. B.*

Conditions of Bonds.

B.) to declare and make her Will in Writing or otherwise by Word of Mouth, and in the same to give, will and bequeath, or otherwise to assign and dispose of at her free Will and Pleasure to and amongst her Kindred, Friends and Acquaintance, or to any of them, or to any other Person or Persons as to her shall be thought meet and convenient, the Sum of (*&c.*) And further, if the said *A. B.* his Executors, Administrators or Assigns, or any of them, upon reasonable Request to him, them, or any of them to be made by any such Person or Persons to whom the said *C. D.* shall so give and bequeath any such Sum or Sums of Money extending no further than to the said Sum or Value of (*&c.*) as aforesaid, do well and truly pay, or cause to be paid all and every the said Sum and Sums of Money, Gifts and Bequests so to be given and bequeathed by the said *C. D.* and in such manner as shall be by her appointed, That then (*&c.*) or else (*&c.*)

*A Condition for finding Apparel for
an Apprentice by his Friends.*

THE Condition, &c. That whereas
J. R. Son of the above bound E.
R. by his Indenture of Apprenticeship,
bearing Date, &c. last past before the
Date above written, hath put himself
Apprentice to the above named H. L.
to the Art which he now useth, and
with him to serve and dwell after the
manner of an Apprentice from the day
of the Date of the same Indenture for
and during the Term of Seven Years
from thence next ensuing, and fully to
be compleat and ended, as by the same
Indenture may appear. And whereas
it is intended and agreed upon by and
between the said E. R. and H. L. That
he the said E. R. his Executors or Admi-
nistrators, or some of them shall from
time to time, and at all times during
the said Term of Seven Years find and
provide to and for the said J. R. good, suf-
ficient and necessary Rayment and Ap-
parel, both Linen and Woollen, as Coat,
Waistcoat, Breeches, Hose, Shoes, Stock-
ings, Shirts, Bands, Hat and all other
Cloaths needful and convenient for such
an Apprentice. If therefore the said E.
R. his Executors, Administrators or As-
signs

Conditions of Bonds.

signs do and shall yearly and every Year at or before the Feast of *Easter* during all the said Term of Seven Years find and provide to and for the said *J. R.* such sufficient Rayment and Apparel as aforesaid, and at all other time and times needful during all the said Term, or otherwise, in Default thereof, well and truly pay, or cause to be paid unto the said *H. L.* his Executors, Administrators and Assigns at or in (*&c.*) the Sum of Five Pounds six Shillings and eight Pence on or before the said Feast-day of (*&c.*) in every Year yearly during the said Term, without Fraud or Covin, That then this, (*&c.*)

A Condition to pay a yearly Sum of Money for a Wife's Joynture during her Life.

THE Condition (*&c.*) That if the above bound *R. B.* his Heirs, Executors, Administrators or Assigns, or any of them do well and truly pay, or cause to be paid unto *E.* the now Wife of the said *S. B.* for and in the Name of her Joynture yearly and every Year for and during the Term of the natural Life of the said *E.* if she shall survive and over-live the said *S. B.* her Husband, the yearly Sum of (*&c.*) at the
Four

Four most usual Feasts in the Year, that is to say, at (&c.) by even and equal Portions ; the first Payment thereof to begin and to be made at the first of the said Feasts which shall first and next happen after the Death of the said S. B. if the the said E. shall be then living ; and also if when any of them the Sureties of the said S. B. shall happen to die or depart this natural Life (the said E. living) the Survivor of them, within one Month next after his Death, shall procure one sufficient Surety to become bound with the other surviving Obligor in the like Sum, and under the same Condition ; and so from time to time, during the Life of the said E. Upon the Sealing and Delivery of every which new Bond, the former Bond to be delivered to the Survivor to be cancelled, That then, &c.

A Condition to pay Rent during a Lease-Parol, and at the end to depart, leaving the Goods and Household-stuff mentioned, &c.

THE Condition, &c. That where- as the above named E. H. hath by Lease-Parol set, and to Farm-let to the above bound D. R. all that Capital Messuage (&c.) for the Term (&c.)

* Refer to
Parcels,
times and
Payments
agreed on.

Note, Lea-
ses Parol
must not
exceed 3
Years from
the making
and two
third parts
at least of
the impro-
ved value,
must be re-
served to
the Land-
lord. *Vide*
Stat. 29
Car. 2.

to be reckoned and accounted from the
(*&c.*) at and for the yearly Rent
of (*&c.*) of lawful (*&c.*) payable in
form following; that is to say, on the
(*&c.*) If therefore the said D. R. his
Executors, Administrators, Under-Ten-
nants or Assigns, or any of them do well
and truly pay, or cause to be paid unto
the said E. H. his Executors, Admini-
strators or Assigns the said yearly Rent
or Sum of (*&c.*) in manner and form as
is before expressed. And also if the
said D. R. his Executors, Administra-
tors and Under-Tenants do at the End
and Expiration of the said Term of (*&c.*)
to be reckoned as aforesaid, depart out
of the said House, and leave the Pos-
session thereof, and other the Premises,
and leave behind him all such Locks,
Keys, Bolts, Hinges, Doors, Casements,
Glass, Glass-windows, Wainscoat,
Dressers, Shelves and other things as
now do belong or appertain to the said
Messuage (*&c.*) [or which at any time
hereafter, during the said Term, shall
be set up, placed, made or provided in
or about the same Premises at the Costs
and Charges of the said D. R.] unto
the said E. H. his Executors, Admini-
strators or Assigns, That then this Ob-
ligation to be void. But if Default be
made in Payment of the said Rent of
(*&c.*) in manner and form above decla-
red,

red, or if the said D. R. his Executors or Assigns shall not perform the other Clauses and Agreements herein contained, without Fraud or Covin, That then this Obligation to be and remain in full force and vertue.

A Condition that he shall enjoy quietly the aforesaid Messuage without interruption of any, during the said Lease-Parol.

THE Condition, &c. That whereas the above bounden E. H. hath the Day of the Date above written by Lease-Parol demised, and to Farm letten unto the above named D. R. all that Capital Messuage (&c.) for Term (&c.) to be accounted from the (&c.) and for the yearly Rent (&c.) And whereas the said D. R. by his Obligation baring Date the day of (&c.) with Condition there under written, for Payment of the said Rent or Sum of (&c.) and performing other Clauses and Things in such manner and form as in the said Condition is mentioned, and may more at large appear. If therefore the said D. R. his Executors, Administrators, Under-Tenants and Assigns, and every of them shall or may from time to time, and at all times during the said Term of

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of (&c.) lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy all that the said Capital Messuage (&c.) and Appurtenances thereunto belonging, in as full, large and ample manner as he the said E. H. had used or enjoyed the said Premisses without any Let, Suit, Trouble, Interruption or Disturbance of the said E. H. his Executors, Administrators or Assigns, or of any other Person or Persons by his or their Means, Act, Consent, Title, Interest, Privy or Procurement, That then, &c.

A Condition to pay Money at the Expiration of an Apprenticeship.

THE Condition (&c.) That whereas VV. O. Son of (&c.) by his Indenture of Apprenticeship bearing Date with these Presents, hath put himself an Apprentice unto the within bound T. D. and with him to dwell and serve as his Apprentice from (&c.) unto the end and Term of Seven Years from thence next ensuing and fully to be compleat and ended, as by the same Indenture of Apprenticeship more at large appeareth. And whereas also the above named J. O. the Day of the Date hereof hath lent, disbursed and delivered

vered to the said T. D. the Sum of Thirty Pounds to occupy a Stock during the said Term. If therefore the said T. D. his Heirs, Executors, Administrators or Assigns, or any of them do well and truly pay or cause to be paid unto the said W. O. or his Assigns, the full Sum of (&c.) within one Month after the End and Expiration of the said Term of Seven Years, without Fraud or Covin, That then, &c.

A Counter Condition for the Performance of Covenants.

THE Condition (&c.) That whereas the above named T. V. at the Request and Desire of the within bound R. H. together with the said R. H. is, and standeth bound in and by one Obligation bearing Date with these Presents, unto S. L. of (&c.) in the Sum of (&c.) for the true Performance, Observance, fulfilling, paying and keeping of all and every the Covenants, Grants, Articles, Clauses, Payments and Agreements which are contained and specified in one Pair of Indentures of Lease, as by the said Obligation may more at large appear. If therefore the said R. H. his Executors, Administrators or Assigns and every of them do and shall from
 H time

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time to time, and at all times hereafter well and sufficiently save and keep harmless and indemnified the said T. V. his Executors, Administrators and Assigns, and every of them for, upon or by reason of the said recited Obligation, or any Sum or Sums of Money therein contained, without Fraud or Covin; That then, &c. or else, &c.

A Condition where one buyeth Land, and the Seller is bound that the Land is free from Incumbrances.

TH E Condition (&c.) That where- as the above bounden A. B. hath bargained and sold unto the above named C. D. and his Heirs for ever all that his Messuage (&c. *reciting the Parcels*) with their Appurtenances set, lying and being in the Town and Field of (&c.) If therefore the said Messuage, Dwelling-house (&c.) and all other the Premises, and every Part and Parcel at the Day of the Date above written be clearly discharged of and from all and all manner of former and other Gifts, Grants, Leases, Bargains, Sales, Joyn- tures, Dowers, Rights and Titles of Dower, Rents, Arrerages of Rents, Statutes Merchant and of the Staple, Feoffments, Annuities, &c. and of and from

from all other Titles, Charges and Incumbrances whatsoever had, made, done, committed, or suffered, or to be had, made, done, committed or suffered by the said *A. B.* his Heirs or Assigns, or by any other Person or Persons by his, their or any of their Means, Act, Title, Assent or Procurement (the Rents and Services which from the Day of the Date within written shall grow due to be paid and performed to the Chief Lord or Lords of the Fee or Fees of the Premisses only excepted) That then, &c. or else, &c.

A Condition for Payment of Money to a Child when he comes to Age, and in the mean time to find it, and to bring it up.

THE Condition, &c. That if the above bounden *C. D.* his Heirs, Executors, &c. do well and truly deliver, and pay or cause to be delivered and paid unto *J. T.* Son of *H. T.* late of, (&c.) the Sum of (&c.) within one Month next that the said *J.* shall attain and come to his full Age of Twenty one Years, and also well and honestly, according to his Calling and Degree, keep, educate and bring up the said *J.* during his Non-age, with necessary and

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convenient Meat, Drink, Lodging, Learning and Apparel; and if the said *J. T.* shall happen to die and depart this Life before he shall attain his said Age of One and Twenty years, Then if the said *C. D.* his Executors (&c.) do within one Year next after the Decease of the said *J. T.* pay or cause to be paid unto the above named *E. F.* his Executors or Assigns, to the Use of such Child or Children of the said *J. T.* which shall be then living, the said Sum of (&c.) to be equally distributed and divided amongst them, That then, &c.

A Condition for the Truth of an Apprentice, and to restore the Value of all such Goods as by Proof shall appear he hath imbezeled.

THE Condition (&c.) That whereas *A. B.* Son of (&c.) by his Indenture of Apprenticeship to the above named *M. I.* hath bound himself to the said *M. I.* with him to dwell and abide from the Feast of (&c.) unto the End and Term of Seven Years from thence next ensuing, fully to be compleat and ended, as in and by the said Indenture more fully may appear. If therefore the said *A. B.* the Apprentice do or shall

at

at any time or times hereafter during the said Term of (&c.) imbezel, consume, spend or make away or otherwise deliver or lend upon Trust, without ready Money, to any Person or Persons, without the Consent of the said *M. I.* his Master, any of the Goods, Wares, Monies or Merchandize of the said *M. I.* his Executors or Assigns; Then if the above bounden *A. B.* his Executors or Assigns, or any of them do and shall within two Months next after Request made, and Notice thereof given from time to time, during the said Term, well and truly pay or cause to be paid to the said *M. I.* his Executors or Assigns the full Sum and Value of all such Goods, Wares, Money or Merchandize as by the just and true Proofs shall appear the said *A. B.* to have spent, imbezeled, wasted, consumed or lent, without Consent, as aforesaid, to the Hurt and Hindrance of the said *M. I.* his Executors or Assigns, That then, &c.

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A Condition to repay all such Charges as the Tenant shall be at by the reason of the Payment of his Rent, there being Controversies concerning the Title of the House.

TH E Condition (&c.) That where-
as there is a Controversie or Que-
stion between the above bound *A. F.*
and others touching their severall Right
or Interest in the now dwelling-House
of the above named *S. D.* situate (&c.)
And whereas upon an Agreement be-
tween the said *A. F.* and *S. D.* the said
S. D. is contented to pay the Rent of
the said House, it being Twenty Pounds
per Annum, unto the said *A. F.* as the
same shall grow due, according to his
Lease. If therefore the said *A. F.* his
(&c.) do, and shall well and truly pay,
or cause to be paid unto the said *S. D.*
his Executors or Assigns all such Rent,
Sum or Sums of Money, Charges and
Damages whatsoever, as shall by due
Proceeding in Law be adjudged or de-
creed against him the said *S. D.* his Ex-
ecutors (&c.) and all other Costs and
Damages whatsoever, which he the said
S. D. shall sustain, or be at by reason of
any Actions, Suits or Forfeitures what-
soever, which shall or may happen or
be

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be unto the said S. D. his Executors, Administrators or Assigns, by Reason or Means of the Payment of the said Rent, or any Part thereof, unto the said A. F. his Executors, Administrators or Assigns, That then, &c.

A Condition to save one harmless for the bailing of one in two several Actions in the Sheriff's Court.

THE Condition (&c.) That where- as the above named H. R. at the special Instance and Request of the above bounden W. M. hath mainprized or taken to Bail the said W. M. in the Sheriff's Court holden in the Counter of Woodstreet, London, of and for Two Actions, the one of Trespass, Damages Twenty Pounds, at the Suit of, (&c.) and the other of Debt, upon the Demand of (&c.) at the Suit of (&c.) as by the Records of the same Court may appear. If therefore the said W. M. his (&c.) and every of them do at all times hereafter, and from time to time clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said H. R. his (&c.) and every of them, and all his and their Goods and Chattels, and every Part and Parcel of them against all Persons whatsoever,

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soever, of and for the Mainprizing and taking to Bail of the said *W. M.* and of and for the several Actions aforesaid, and of and for all Actions, Suits, Costs, Troubles, Demands, Executions and Damages whatsoever that shall or may arise or grow, touching or concerning the Premises, or any of them in any manner or wise, That then this present Obligation to be void, (&c.) or else, &c.

A Condition to pay Money at the Day of Marriage, or Day of Death.

THE Condition of this Obligation is such, That if the above bounden *A. B.* his Executors, Administrators and Assigns do well and truly pay, or cause to be paid unto the above named *C. D.* his Executors, Administrators or Assigns, at or in the (&c.) the Sum of (&c.) within six Months next after the solemnization of the Marriage of the above-said *A. B.* or the Day of Death and Decease of *A. B.* of (&c.) Gentleman, which shall first happen after the Date written, without Fraud or Covin, That then, &c.

A Condition to justifie all such Actions as shall be commenced by reason of a Letter of Attorney for Money to be received for the Attorney's Use.

THE Condition (&c.) That where-
as the above bound L. D. by his
Deed or Letter of Attorney, bearing
Date (&c.) hath made and constituted
the within named M. R. his true and
lawful Attorney, to ask, levy, recover
and receive for him, and in his Name,
but to the only proper Use and Behoof
of the said M. R. his Executors and Ad-
ministrators the Sum of One hundred
Pounds of (&c.) wherein A. B. of (&c.)
by his Obligation bearing Date (&c.)
is, and standeth bound unto the said L.
D. If therefore the said L. D. his Ex-
ecutors and Administrators, and every
of them do at all times hereafter, and
from time to time avow, justifie and
maintain all and every such lawful Acti-
on and Actions, Complaints, Process, Suits,
Judgments and Executions as the said
M. R. his Executors, Administrators and
Assigns, or such as the said M. R. his
Executors, Administrators and Assigns
shall thereunto assign, name and appoint,
shall

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shall attempt, commence and pursue in the name of the said *L. D.* his Executors, or Administrators against the said *A. B.* his Executors, Administrators, or any of them, upon, or by reason of the said recited Obligation. And also, that if neither the said *L. D.* his Executors or Administrators, or any of them shall hereafter willingly do or procure to be done any manner of Act or Acts, Thing or Things whereby the said Debt of One hundred Pounds, or any Part or Parcel thereof, is or shall be released, or in any wise discharged, or whereby or by reason whereof any Action or Actions, Writ, Plea, Process or Execution to be had, attempted, brought or executed for, touching or concerning the suing for a Recovery of the said Sum of One hundred Pounds shall be any way impeached, abated, withdrawn, delayed or hindered, except it be by and with the Consent of the said *M. R.* his Executors or Administrators under his or their Hands and Seals first had and obtained in Writing, That then, &c.

*A Condition to seal a Counterpart of
an Indenture by a Day.*

TH E Condition &c. That if one *A.* *B.* of (&c.) shall on this side and before the first Day of *May* next, seal and subscribe to the Counterpart of one Deed indented, bearing Date (&c.) made between the above named *N. O.* of the one Part, and the said *A. B.* of the other Part; and the same so sealed, and subscribed to deliver as his proper Act and Deed to the only Use and Belhoof of the said *N. O.* and also the said Counter-part of the said Deed indented, so sealed, subscribed, and delivered by the said *A. B.* in manner and form aforesaid, do on this side, and before the . . . day of (&c.) then next ensuing, deliver, or cause to be delivered unto the said *N. O.* his Heirs or Assigns, whole, uncanceled and undefaced at or in (&c.) That then, &c.

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A Condition where Money is lent to one upon a Bond and a Letter of Attorney to a second person to receive the Money due upon the Bond, and an Assignment to a third Person by the second upon Money lent. If the first Obligor pay not the Money to the third Person, then the Obligor in this Bond is to pay, &c.

TH E Condition (&c.) That whereas *A. B.* (&c.) and *C. D.* of (&c.) by their Obligation bearing Date the (&c.) in the (&c.) are and stand joynly and severally bound unto *E. F.* (&c.) in the Sum of (&c.) for Payment of (&c.) on the (&c.) at (&c.) as by the said Obligation and Condition thereupon made, Relation being thereunto had, may more at large appear. And whereas *E. F.* by his Letter of Attorney bearing Date the (&c.) in the (&c.) did make, ordain and constitute the within bound *G. H.* his lawful Attorney irrevocable to ask, levy, recover and receive to his own proper Use and Behoof of the said *A. B.* and *C. D.* or either of them the said Sum of (&c.) on the (&c.) according to the Tenor of the said Obligation, as by the said Letter of Attorney more
at

at large likewise appeareth. Upon which Obligation and Letter of Attorney the within named *J. K.* hath lent unto the said *G. H.* the full Sum of (&c.) and the said *G. H.* hath assigned the said Condition over unto the said *J. K.* with the said Letter of Attorney so made unto the said *G. H.* by the said *E. F.* as aforesaid. If in case therefore the said Sum of (&c.) be not well and truly paid to the said *J. K.* his Executors or Assigns at or upon the said (&c.) next ensuing the Date hereof, by the said *A. B.* and *C. D.* or one of them, according to the true Intent and Meaning of the said recited Obligation and Condition hereof, to the proper Use and Behoof of the said *J. K.* Then if the said *G. H.* and the within bound *L. M.* or either of them, or the Heirs, Executors or Assigns of them or either of them do and shall well and truly repay, or cause to be repaid unto the said *J. K.* his Executors or Assigns, the Sum of (&c.) on the (&c.) at or in (&c.) in lieu of the said (&c.) so to be paid as aforesaid by the said *A. B.* and *C. D.* That then, (&c.) or else (&c.)

*A Condition to cure a Disease, or to
repay the Money.*

THE Condition of this Obligation is such, That whereas the above named *A. B.* the Day of the Date above written, hath delivered and given the within bounden *C. D.* the Sum of Ten Pounds in Consideration, that the said *C. D.* should on this side, and before the Tenth Day of (&c.) next coming after the Date above written, cure and make whole the said *A. B.* of the Disease or Diseases wherewith the said *A. B.* is now grieved. If therefore the said *C. D.* do before the said Tenth Day of (&c.) next, well, and sufficiently, and safely cure and make whole the said *A. B.* of the said Diseases; And in Case the said *A.* at any time after and before the Twelfth Day of (&c.) next following, be grieved or vexed with the said Diseases, or any Part thereof, do before the said Twelfth Day of (&c.) issue or grieve upon any Part of the Body of the said *A. B.* Then if the said *C. D.* his Executors or Assigns, within Twenty days next after the said Twelfth day of (&c.) do well and truly repay, or cause to be repaid unto the said *A. B.* his Executors, Administrators or Assigns, the

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the said Sum of Ten Pounds, without Fraud, or Covin, Then, (&c.) or else (&c.)

A Condition that the Obligor pay Money for Wares delivered in Trust to a third Person, if such third Person shall make Default of Payment.

TH E Condition (&c.) That whereas the above named *A. B.* hath delivered upon Trust to one *C. D.* certain Wares, Goods and Chattels amounting to the Sum of (&c.) and given him Day of Payment for the same, until the Feast of (&c.) if in Case the said *A. B.* his Executors, Administrators or Assigns, do not before, or at the Feast of (&c.) pay, or cause to be paid unto the said *A. B.* his Executors, (&c.) the said Sum of (&c.) but shall make Default of Payment thereof, or of any Part thereof, Then if the above bounden *E. F.* and *G. H.* or either of them, or the Executors, Administrators or Assigns of them, or either of them do well and truly content and pay, or cause to be paid unto the said *A. B.* his Executors (&c.) the said Sum of (&c.) or so much thereof as at the said Feast of (&c.) shall

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shall happen to be behind and unpaid,
That then, &c.

A Condition that a Man shall not become Surety without a License.

TH E Condition (&c.) That if the above bounden E. N. do not at any time hereafter bind or charge himself by any Bond, Bill, Promise, Agreement or otherwise, to or for the Payment of any other Debt or Debts, or Sum or Sums of Money, then only for such Debts and Sums of Money as are or hereafter shall be by the said E. N. properly owing in respect of his own Traffick or Business, without the Consent, Good-will and Agreement of the above named J. W. his Executors, Administrators or Assigns, That then, (&c.)

A Condition that a Man shall leave his Wife two Parts of his Lands and Goods, if she survive him.

TH E Condition (&c.) That if it shall happen the above bounden R. G. to marry and take to Wife E. R. (&c.) and if after the same Marriage had and consummate, it do happen him

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him the said R. to decease, and the said E. him to survive; If then the said R. before the time of such his decease shall as well assure and leave to the same E. two full parts of all such Goods and Chattels as he now hath, or hereafter shall have, the same into three Parts being divided, as also shall assure and convey two full Parts of all such Lands and Tenements as he the said R. shall hereafter purchase, or procure to be purchased or conveyed to his Use at any time during the Life of the said E. the same also in three Parts to be accounted: So that immediately upon every such several Purchase, Two Parts at the least, of all Lands and Tenements to pass in every such Purchase, shall at the first Assurance and Conveyance thereof to be made, be conveyed and assured to the said R. & E. and to their Heirs, or to them, and the Heirs of their Bodies; and for lack of such Issue, to the Heirs of the said E. for ever, and not otherwise, That then, (&c.)

A Condition for working with one for a certain time for certain Wages.

THE Condition (&c.) That whereas the above bound M.H. for good and reasonable Considerations him there-

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unto moving, hath put himself a Servant to the above named *H. W.* him to serve in his Trade of a Joyner, from the date above written, unto the End and Term of one whole Year from thence, (&c.) and fully (&c.) the said *H.* therefore yielding and paying unto the said *M.* weekly Five Shillings of (&c.) and finding to him the said *M.* Meat, Drink, Victuals and Washing of his Linnen and Lodging during the said Term. If therefore the said *M.* do and shall daily (except &c.) by and during all the said Term in the best manner that he can for the Wages and Consideration aforesaid, as well in the House of the said *H.* as in any other Place, and with any other Person, which he the said *H.* his Executors or Administrators shall name and appoint, well, and truly, and diligently, and sufficiently work to and for the Use, Benefit and Behoof of the said *H.* his Executors or Administrators without Fraud, Covin or Neglect, all and every such Joyners Work and Works belonging to the Art of the said *H.* as the said *H.* or his Assigns shall reasonably and lawfully assign and appoint, That then, &c.

A Con-

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A Contion, That if the Obligor sell his House, then the Obligee do have the Preferment thereof, before another.

THE Condition (&c.) That if in Case the within bound T. G. his Executors, Administrators or Assigns, or any of them shall at any time or times hereafter be minded or disposed to bargain, sell, give, grant, alien, demise, let, let, or otherwise do or put away that Capital Messuage (&c.) and Three Messuages (&c.) in the Occupation (&c.) situate (&c.) or any of them, or any Part or Parcel of them, or of any of them, or the Interest or Term of Years yet to come, or any Part thereof which the said T. G. hath or had, should, ought, might or may have of, in or to the said Messuage, with the Appurtenances, by Vertue, Force or Means of one Indenture of Lease dated (&c.) made and granted by A. B. to C. D. for the Term of (&c.) beginning (&c.) or by vertue of any other Writings or Conveyances whatsoever, That then if the said J. H. his Executors or Administrators shall have the Preferment of buying and first Offer thereof, and shall have the Bargain and Sale of the same, before any

other Person or Persons, so that the said *T. H.* his Executors, Administrators or Assigns, within Twenty days next after Offer thereof to him or them made, will and do give and pay for the same as much ready Money as any other Person or Persons, without Fraud or Covin, will give and pay for the same, That then, (&c.) or else (&c.)

A Condition to save harmless from a Woman's Joynture.

TH E Condition (&c.) That whereas the within bound *A. C.* hath bargained and sold to the within named *T. S.* Two Closes lying in (&c.) and all that his Tost (&c.) To have and to hold the said (&c.) to the said *T.* and his Heirs, upon Condition of and for the Payment of Two hundred Pounds in manner and form, as appeareth by a Pair of Indentures in that behalf made between the said *A. C.* and *T. S.* dated (&c.) If therefore the said *A. C.* his Heirs, Executors and Administrators from time to time, and at all times after full Payment made of the said Sum of Two hundred Pounds, according to the Purport of the said Indenture, do upon reasonable Request save and keep harmless the said *T.* his Heirs and Assigns, and

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also the said Closes (&c.) of and from all Demands in Law, or in Right, or of Dower, or other Interest whatsoever, with K. now Wife of the said A. at any time hereafter shall lawfully demand or claim, or to have of or in the Premises, or any Part thereof, That then, &c.

A Condition that an Apprentice shall make Accompts, and to answer what the Master shall lose by his Untruth.

THE Condition (&c.) That whereas E. P. Son of W. P. of (&c.) hath put himself Apprentice to the within named A. E. for the Term of Nine Years from the Feast of *All-Saints* next (&c.) as by a Pair of Indentures of Apprenticeship thereof made, bearing Date (&c.) and more fully appeareth. If therefore the said E. P. do from time to time, during the said Term, at all times within the space of Fifteen days next after every such time as he shall be thereunto reasonably required by the said A. his Executors or Administrators, or any the Factors or Assigns of any of them, make and yield up to him or them a true and full Accompt and Reckoning of all such Goods, Wares, Chattels, Debts, Money, Merchandizes

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as at any time during the said Term shall be committed, and come into the Hands and Custody of the said E. by the said A. his Executors, Factors or Assigns; and also if the said above bound VV. P. his Executors or Administrators, do from time to time within one Month next after reasonable Request to any of them made by the said A. his Executors or Assigns, make or cause to be made to him or them full Recompence and Satisfaction of and for all such Losses and Damages as the said A. his Executors or Administrators shall sustain or lose by any falshood or Untruth to be found in the said E. P. his Apprentice at any time during the said Term. And further, if the said E. P. do not at any time or times during the said Term unlawfully depart or absent himself out of the Service of the said A. That then, &c.

A Condition that if Land mortgaged shall be forfeited, it shall remain to the Mortgagee free of Incumbrances.

THE Condition (&c.) That where- as the Right Honourable E. Earl of R. by his Indenture dated, (&c.) for the Sum of Five hundred Pounds
of

of (&c.) therein Specified, hath conveyed to the within named R. M. and to his Heirs and Assigns, the Moiety of the Rectory and Parsonage of (&c.) in the County of B. and the Moiety of the Manor of VV. with the Appurtenances in the same County of B. and the Reversion and Reversions thereof, with other things, as in and by the said Indenture will appear, if the said Earl his Heirs, Executors, Administrators and Assigns do make default, and do not pay the said Sum of (&c.) and every part thereof to the said R. M. his Executors or Administrators, according to the Purport and true meaning of the said Indenture; if then in such Default of Payment of the said Sum of Five hundred Pounds or any part thereof made the said R. M. his Heirs and Assigns for his and their own Use for ever, shall and may lawfully have, hold and enjoy all the said Moiety of all and singular the said Premises, and also to the same Use may lawfully have, take, receive and enjoy the Rents and Profits thereof for ever, clearly and freely discharged, or at all times sufficiently kept harmless of and from all former Grants, Bargains, Estates, Titles, Charges, and all other Incumbrances whatsoever mentioned in the said Indenture (ex-

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cept only as in the said Indentures is excepted) That then, &c.

A Condition for ones forthcoming when he shall be called for.

THE Condition of this Obligation is such, That if the above bound *R. M.* be always, when he shall be called, and do also from time to time, upon warning, make his personal Appearance at or in such Place or Places as shall be to him notified, there to speak and answer for himself before such Person or Persons as shall be appointed, to be Auditors for and concerning such Things as against the said *R. M.* shall be said, spoken or alledged, That then, &c. or else to stand and remain in full strength and vertue.

A Condition not to become Surety, nor to play at Dice or Cards.

THE Condition (&c.) That if the above bound *A. B.* at no time or times hereafter during the Space of Five Years next (&c.) become charged Surety, or bound by Word, Promise, Bond, Bill or otherwise, for the Debt or Cause for any Sum or Sums of Money,

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ney, Goods, Chattels, Wares, Merchandizes, or other things whatsoever above the Value of Twenty Shillings at one time. And further, if the said *A. B.* or any for him at no time or times hereafter, during (&c.) venter, hazard or play at any Game or Games at or with the Dice or Cards for any Sum or Sums of Money, Goods, Chattels, Wares, Jewels or other thing or things whatsoever, That then, &c.

A Condition to redeem a Lease mortgaged, if the Mortgagee redeem it it not himself at the day.

THE Condition (&c.) That whereas *S. T.* Citizen and Goldsmith of *L.* by his Indenture bearing Date the Day and Year above written, for the Surety of Payment of one hundred Pounds of (&c.) to the within named *I. I.* his certain Attorney, Executors or Administrators, at the now dwelling (&c.) on the first day of (&c.) hath mortgaged unto the said *I. I.* all that Lease of his now dwelling-House in *W. London*, which was conveyed unto him by *E. P.* Citizen (&c.) and which was granted unto the said *E. P.* by (&c.) by his Indenture of Lease bearing Date (&c.) as by the said Indenture made

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made between the said *S.T.* and *I.I.* doth and may appear; if therefore the said *S.T.* his Executors, Administrators or Assigns, or some of them do not well and truly pay or cause to be paid to the said *I.I.* his certain Attorney, Executor or Administrator the said Sum of one hundred Pounds at a Day and Place limited for the Payment thereof by the said first recited Indenture; if then the said *R.W.* his Executors or Administrators upon reasonable Request to them or any of them to be made by the said *I.I.* his Executors or Administrators, [and for, and in Consideration of a lawful and sufficient Assignment and Conveyance to be made from the said *I.I.* his Executors or Administrators to the said *R.* his Executors and Administrators, of the said Lease, and of all the right Interest and Term of Years which the said *I.* his Executors or Administrators shall then have to come in the Tenement with the Appurtenances demised by the said Original Lease clearly acquitted and exonerated of and from all former Bargains, Sales, Leases, Arrears of Rents, Forfeitures, Re-entries, and Cause and Causes of Forfeiture and Re-entry, and of and from all other Title, Troubles, and Inconveniencies whatsoever then to be had, made or consented unto by the said *I.I.* his Executors

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ecutors or Administrators] do well and truly pay or cause, &c. to the said I. J. his certain Attorney, Executor or Administrator at the said dwelling-House (&c.) the Sum of one hundred Pounds of lawful (&c.) without Fraud or Covin, That then, &c.

A Condition to save harmless the Inhabitants of a Parish against a Bastard-Child.

THE Condition (&c.) That if the above bound A. B. C. D. and E. F. or any of them, their or any of their Executors, Administrators or Assigns, do and shall from time to time, and at all times save and keep harmless the above named G. N. and I. K. and all other the Parishioners and Inhabitants of the above mentioned Parish of (&c.) and their Successors for the time being, for or concerning the Child or Children which E. G. Servant to the said A. B. now goeth withal, and of and from all Troubles, Charges, Costs and Damages which the said Church-wardens and Parishioners, or any of them, or their Successors shall sustain, or be put unto for or about the same Child or Children, Then, &c.

A Condition of a Bond given to a Brewer who trusteth a Victualler with Drink.

THE Condition (&c.) That whereas the above bounden *G. M.* at the Request of the above named *A. B.* hath entertained *I. C.* of (&c.) Victualler to be his Customer, and doth intend from time to time to serve and trust him with Beer and Ale so long as he the said *G. M.* shall think fit. Now therefore if the said *A. B.* his Executors or Assigns shall pay or cause to be paid to the said *G. M.* his Executors or Assigns, for Forty Barrells of Beer or Ale so to be served in and trusted, as aforesaid, such Sum as the said *I. C.* his Executors or Assigns, shall not have formerly paid for, within Fourteen days next after the said *G. M.* his Executors or Assigns shall demand or require the same, Then, &c.

A Condition where a Master hath assigned over his Apprentice to another, that he will make him free.

THE Condition (&c.) That whereas (*recite the Indenture and Assignment*) And whereas the said *G. P.* with the

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the Consent, and at the Request of the said Apprentice, and of the above named *I. B.* his Father, hath assigned him the said Apprentice unto one *I. M.* of (&c.) to serve with him the Residue of the said Term yet unexpired ; As by a Writing therefore made bearing Date with these Presents, may likewise appear, Now therefore if the said *G. P.* his Executors or Administrators do, and shall at the end of the said Term at the reasonable Notice and Request, and at the Costs and Charges of the said Apprentice, consent, agree and promise the said Apprentice to be made and admitted a Member or Freeman of the said Company of Sadlers, and of the said City of *L.* the said Apprentice in the mean time not marrying, or doing any Act or Thing that may bar or hinder the same, Then this, &c.

A Condition from the Master to whom the Apprentice is turned over, that he shall maintain him, and teach him his Trade, and indemnifie the first Master.

TH E Condition (recite as in the former) Now therefore if the said *I. M.* his Executors, Administrators or Assigns, do, and shall from henceforth during

during all the now Rest and Residue of the said Term, instruct, educate and maintain him the said Apprentice by and with all necessary Instruction, Education and Maintenance, as by the said recited Indenture the said G. P. ought to do; and thereon, and therefrom do and shall save, defend and keep harmless the said G. P. his Executors and Administrators, Then, &c.

A Condition where one that is taken Apprentice, under the Age of Fourteen Tears, shall not sue out his Indentures.

THE Condition (&c.) That where as the above named A. B. at the Instance and Request of the above bound I. T. and R. T. his Son, is contented and agreed to take to Apprentice him the said R. for the Term of Seven Years to commence and begin at and from the Thirtieth day of this Instant J. to teach and instruct him the Art or Trade of a C. which the said A. B. now useth. Now therefore if the said R. T. by pleading his Infancy, suing out his Indentures, or by any other lawful means, do not, nor shall not make void the same Indenture, nor depart from the said A. B. his Executors

or Administrators to dwell with any other Person that doth or shall use the said Art or Trade of C. or any other Trade in or about the City or Suburbs of L. or W. or in any other Place or Places whatsoever, without the Consent Sufferance and Agreement of the said A. B. his Executors or Administrators, Then, &c.

A Condition where one engageth for an Infant under the Age of One and twenty Years, that when he comes to Age he shall seal an Indenture, &c.

THE Condition, &c. That whereas by one Indenture of Lease bearing Date with these Presents, made between the above bound E. N. of (&c.) and T. N. her Son of the one Part, and the above named (&c.) of the other Part, sealed and delivered only by the said E. (the said T. being yet under Age) she the said E. hath demised to the said R. for the Term of (&c.) at the yearly Rent of (&c.) All those (&c.) belonging to the said E. during her Life and Widowhood, and after to the said T. and his Heirs. Now therefore if that he the said T. (if he shall live to his Age of One and twenty years) do and shall
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at the reasonable Notice and Request of the said R. his Executors or Assigns sign, seal, and as his Act and Deed in due Form of Law, deliver the said recited Indenture of Lease, to the said R. or his Assigns, or to his or their Use or Uses. And in Case the said T. shall happen to die before he shall attain his said Age, then if the Heir or Heirs of the said T. do, and shall at the reasonable Request, and at the Costs and Charges of the said R. his Executors or Assigns at any time after such Decease of the said T. together with her the said E. (if she be then living and unmarried) by such other sufficient Lease in the Law in Writing indented, as the said R. his Executors or Assigns shall reasonably require, demise and grant to the said R. his Executors, Administrators or Assigns, the said Messuage (&c.) for all the then Residue of the said Term of (&c.) at and for the yearly Rent aforesaid, and under the like Covenants and Conditions as are in the said recited Lease contained (*mutatis mutandis*) the said R. his Executors, Administrators or Assigns then in like due Form of Law sealing and delivering the Counterpart of the same new Lease, and in the mean time not forfeiting and making void the said first recited Lease, Then this, &c.

A Condition to perform Covenants in Indentures, or Articles of Agreement.

TH E Condition (&c.) is such, That if the above bound *A. B.* his Heirs, Executors and Administrators, and every of them do, and shall on his and their Parts, in all things, well and truly observe, perform, fulfil and keep all and singular the Covenants, Grants, Articles, Clauses, Proviso's and Agreements whatsoever, which on his and their Parts and Behalfe are, or ought to be observed, performed, fulfilled and kept, specified and contained in one Pair of Indentures, bearing even Date with these Presents, made between the said *A. B.* of the one Part, and the above named *C. D.* of the other Part [*or if it be in Indentures Tripartite, then you must say, ---Specified and contained in certain Indentures Tripartite, bearing even Date with these Presents, made between A. B. of the first Part, C. D. of the second Part, and E. F. of the third Part: And so of Indentures Quadripartite, Quinquupartite, &c.* But if in Articles, then you must say—*Specified and contained in certain Articles of Agreement indented, bearing even Date with these Presents, made between the*
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said

said A. B. of the one Part, and the said C. D. of the other Part] in all things according to the true Intent and Meaning of the same Indenture [*or Article*] That then the Obligation above written to be void, and of no Effect, or otherwise to stand and be in full Force, Strength and Vertue.

A Condition to pay a Sum of Money for an Horse, at the Obligor's Day of Marriage, or Hour of Death.

THE Condition (&c.) is such, That whereas the above bound *A. B.* hath bargained and sold unto the above named *C. D.* one black Ston'd-Colt, Two years old, for the Sum of Twenty Pounds of lawful Money of *England*, to be paid unto him the said *A. B.* his Executors, Administrators or Assigns, at or upon the Day of Marriage, or Hour of Death of the said *C. D.* which shall first happen: If therefore the said *C. D.* his Heirs, Executors or Administrators, or any of them do, and shall well and truly pay, or cause to be paid unto the said *A. B.* his Executors, Administrators or Assigns, the aforesaid Sum of Twenty Pounds of lawful *English* Money, at or upon the Day of Marriage of him the said *C. D.* or at or upon the Hour of Death

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Death of the said C. D. which of the said Days and Times shall first happen after the Date hereof, That then, &c.

A Condition to perform a Proviso in a Bill of Sale.

THE Condition (&c.) That if the above bound *W. W.* his Heirs, Executors, Administrators or Assigns do well and truly pay or cause to be paid unto the above named *T. V.* his Executors, Administrators or Assigns the full Sum of (&c.) according to a *Proviso* mentioned in one Writing or Bill of Sale bearing Date with the above written Obligation, Then, &c.

☞ And it is to be observ'd, That almost any thing that may be put in a Covenant, may be put in a Condition; yet it is thought to be more safe, if the things to be done, be many, to draw up the Agreement by way of Articles and Covenants, and to give a Bond for performance of the Covenants in the said Articles.

*Some Observations from the Law of
Obligations and Conditions.*

Definition.

A Bond with a Penalty and Condition, is accounted an Obligation or double Bond; if there be no Condition, then 'tis called a *Bill* or *Single Bond*; yet a Bill may be without a Penalty.

The Breach or Non-performance of the Condition, makes an Obligation to be a Debt.

An Obligation is taken most in favour of the Obligor, and a single Bond most in favour of the Obligee.

False Latin.

False Latin will not destroy an Obligation, yet Non-sense, Repugnancy and Insensibility may spoil it; as in the Sum, to write, *in viginti litteris*, or *in viginti liveris*, for *viginti libris*, will make the Bond insufficient; yet it may be much favoured where the Condition is to pay a Sum of Money, so that the Intent of the Sum in the Obligation may better appear.

But where the Condition is to do a collateral Act, and the Penalty be expressed by insensible Words, this will spoil it.

It is

An Obligation may be good, though it wants a Date, or hath a false or impossible

possible Date; also the Plaintiff may surmise a Date in the Declaration; and though the Obligee cannot alledge the Delivery before the Date, yet the Jury may find the Truth.

If there be Evidence that it was seal-^{Delivery.} ed to the Use of the Plaintiff, it's all one as if sealed and delivered to him.

And an Obligation cannot be delivered as an Escrow unto the Obligee himself, but it may be so delivered to another for the Use of the Obligee; but such a Person, it's said, shall not be allowed a Witness to prove such Obligation.

Conditions to do Acts against the ^{Acts a-} Laws of God or Nature, are void; as ^{gainst Law.} to Kill a Man, or to do any other Felony, &c. Also if the Condition be to do a thing contrary to the Law of the Land; but if it be only against some Ground of the Law, the Condition may be void, but the Obligation remains single, yet Equity will relieve against it.

If a Statute-Law be against a Bond, it makes it void in the whole; but the Common Law may divide, and having made void what is against Law, can let the rest stand,

A thing which at the making of the Bond was unlawful, may in time become lawful, as to make Feoffment of a Stran-

ger's Lands, &c. here the Obligor is bound to do it.

Repugnancy.

If the Condition be, that the Obligee shall not sue for the Money in the Obligation, the Condition is repugnant and void, and the Obligation remains single; yet it's said, such a thing may be, by a Defeasance made after the Obligation.

If the Condition be, That if the Obligor do not pay the Obligee at such a day 10 l. then the Obligation being 100 l. to be void, this shall be taken as a good Condition; for though the intent was not so, yet the Words were so, and the Obligor may take advantage by pleading that he did not pay the 10 l. and so avoid the Obligation, for Judgment shall be upon the Words.

Impossibility.

Where the Condition is impossible at the time of the making, the Bond is said to be single; but if a Condition precedent be impossible at the making, there all is void, because nothing passeth before the Condition performed.

In all Cases, where the thing to be done by the Condition, being possible at the time of making, becomes impossible by the Act of God, or of the Law, or of the Obligee, both the Obligation and Condition are become void.

Disjunctive

If the Condition consist of two Parts in the Disjunctive at the Obligor's Election which to perform (both being

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possible at the making, and one of them after becomes impossible by the Act of God, he is not bound to perform the other part: But if one of them was not possible at the making, he ought to perform the other.

If the Obligee will not suffer (or be ^{Hindrance.} a Party to an Act that hinders) the Obligor to do the thing, he is excused; or if it requires his Presence, and he will not be there, otherwise if it may be performed in his Absence.

But if the Obligor, by his own Act, hath made the Condition impossible, it is Forfeiture.

Sometimes the Refusal of one of the ^{Refusal.} Obligors, shall be a Refusal of both, as if two are bound to make assurance as devised, the Assurance is devised and rendered to one, and he refuseth, the Condition is broken by both; for he need not request both at one time.

Refusal by the Obligee at the Day, shall save the Penalty.

Where the Condition is insensible and ^{Uncertain-} uncertain, the Obligation usually remains single.

If a Condition be of several parts in the Copulative they must be both answered. ^{Copulative}

If a Condition Copulative be not possible to be performed, it shall be taken in the Disjunctive; as when 'tis men-

tioned, he and his Executors shall do such a thing.

So if Assurance be to be made to the Obligee and his Heirs, if the Obligee dies, it must be made to the Heirs.

Affirmative
and Negative.

If a Man be bound to perform all Covenants in an Indenture, if all are in the affirmative, he may plead generally performance of all; but if any be in the Negative, he ought to plead to them specially, and to the rest generally; and so if any of them are in the Disjunctive, he may shew which of them he had performed, and if any are to be done on Record, he ought to shew this specially.

Disjunctive

If it be in the Disjunctive, he need not to answer but to one generally, where the Condition goes in Defeazance of the Obligation; but where the Condition not being performed, makes the Obligation good; there the Disjunctive, it's said, ought to be performed on both parts.

So where the Condition is in the Disjunctive, before the Day of Performance, the Election is to the Obligor; but if at the day he make default, the Election is to the Obligee.

Per Dureſs
& Minas.

An Obligation made by Dureſs, or Threats of Imprisonment, will be void.

Dureſs was not intended but where the Party was wrongfully imprisoned, till he make the Bond. It's

It's no Plea that it was done by Duress by a Stranger, without making the Obligee Party to the Duress.

The Defendant pleaded, that *Roberts* was imprison'd, and the Bond was given by him and the Defendant for Enlargement. The Plaintiff demurred, and Judgment was for the Plaintiff, *Roberts* being no Father, Husband, Wife, or near Relation; in which Cases the Bond would have been void.

The Husband may avoid the Deed that he hath sealed by the Duress of Imprisonment of his Wife or Son, but not of his Servant: So Mayor and Commonalty may avoid a Deed sealed by Duress of Imprisonment of the Mayor.

The Defendant pleaded Duress; the Inrolment. Plaintiff replied, he ought not to be received so to do, for that at such a Day after the Date of the Obligation, the Obligation was inrolled in *Chancery. Cur' pro Quer'*. In such Case he may not deny his Deed.

If the Condition be to pay 10 l. to such Person as the Obligee shall name by his last Will, and after he names none by his Will, the Obligor is not bound to pay this to the Executor; for the Condition hath Reference to his Nomination. Nominati-
on.

Observations from the Law

If the Condition be to lease Lands for three Lives to the Obligee or his Assigns, he demands it to be made to three Strangers for their Lives, the Obligor ought to do it; Assigns by Nomination being here intended, he may not have other Assigns, for the Estate is not assignable before he hath it.

Payments. Payment to a lawful Attorney is sufficient; also Payment to a Scrivener is sufficient, especially if he have the Bond in his Custody; so if he pay it to his Deputy.

Tender. If a Servant by his Master's Command, tender the Money to the Obligee, 'tis sufficient.

Intention. If he be Debtor by Bond, and also for other Wares, if he tenders the Money according to the Bond, the Plaintiff shall not say he accepted it for the other Debt, though he crossed his Books; For Payment must be according to the Intention of the Giver, and not of the Receiver. And though the Sums owing were equal, and he pay one Sum generally, it shall be intended upon the Obligation.

Payment at several days, no Action before the last day be past, unless with a special Exception, as is now usually made in Bonds for several Payments.

If

If the Condition be to pay Money, Collateral Satisfaction may be made by any other Satisfaction collateral thing; but otherwise, where a Man is bound to do any collateral Act; as to make a Feoffment, or Statute or render a true Account, and the like.

Payment before the day, is Payment Request. at the day. If the day limited for Payment makes it impossible, as on the 31st. day of *September*, it shall be paid presently. If no time be limited, it ought to be paid in a convenient time; but some say, not before Request made.

To pay (at or before the 29th of *September* at such a Place) Tender and the 28th. if the Obligee is not there, is a void Tender; for the Tender is to be the last day. But if they meet before at the Place, and he renders, the Obligee ought to accept it.

To pay, *Anno Dom.* 1699. upon the 13th of *October* next after the Date hereof, this shall be paid in 1699. because first expressed, though the 13th of *October* next after the Date be a long time before it.

If the Place be limited by the Condition, he is not bound to pay it in any Place, other Place; but if the Obligee accept it at another Place, it is a good Performance.

Yet there is said to be a Difference between a Place of Payment limited in the

the Obligation, and a Place limited in the Condition of the Obligation ; in the first Case Payment at another Place will not excuse, but in the latter it is good, though received before the day.

If no Place be limited in the Condition for Payment, he must tender the Money to the person of the Obligee ; but if the Obligee be out of *England*, he is not bound to seek him ; but then he must plead he is still ready to pay.

Action.
Court.

If the Action be brought in an inferior Court, it ought to be made appear that the Money was to be paid within the Jurisdiction, or else 'tis Error.

Jurisdiction.

And if it appear by the Declaration, that the Money was to be paid out of the Jurisdiction, the Judgment is not good, and 'tis not necessary to swear the Plea.

If a Bond be made for payment of Money to a single Woman, and after she takes a Husband and dies, the Debt due upon the Bond becomes not a Debt due to the Husband, but to him that administers, for it is chose in Action.

Release.

Suspension.

If a Feme Obligee marries the Obligor, (or one of the Obligors, where there are several) it's a Release in Law of the Debt ; but if a Feme-Executrix takes the Debtor to Husband, it's no Release in Law, but only a Suspension of the Debt during Coverture.

If

If there be two Women Obligees, and one of them takes the Obligor to Husband, it's said to be a good Release in Law.

If the Obligee makes the Obligor, or one of the Obligors Executors, it's a Suspension of the Debt, and remains as Assets in the Executors Hands; and this amounts to a Release in Law, and for this the Executor may retain so much Goods of the Testator.

But where a Feme Debtee takes the Debtor to Husband, or a Man Debtee takes the Debtor to Wife, this is a Release in Law for ever; and personal Actions by the Act of the Obligee, are ever suspended.

If the Obligee makes the Wife of one of the Obligors Executrix, and dies, the Action is suspended and extinct.

But when the Obligee makes the Executor of one of the Obligors (who is chargeable to that Debt) his Executor, it's not a Release in Law of that Debt: for he hath nothing thereby in his own Right, but is only to use an Action in right of another.

The Release and Discharge in Law of Discharge. one Obligor, dischargeth the other; but the granting of Letters of Administration to one or more of the Obligors, is no Discharge of the Obligation; or if the Obligor make the Obligee Executor, it's no Discharge. Some.

Sometimes Discharge of part of the Condition, shall be a Discharge of all, as if a Man be bound to build a House, and the Obligee discharge him of part, it's a Discharge of the whole; so of other things in the Copulative to be done, and where the Condition is intire.

A Bond may be void by Interlineation after Delivery, &c.

So by breaking off the Seals, and by Rasure.

☞ See more of these things in the Law of Obligations and Conditions *per tot.*

Of Recognizances and Statutes.

TH E R E are divers kinds of Recognizances that are taken by, and acknowledged before the Lord Chancellor, Lord Keeper, Master of the Rolls, &c. and to divers Purposes; some betwixt Party and Party for Payment of Money; others for Bail, and the like, some whereof are by Common Law, and

and some by certain Statutes. And these are of the Nature of Judgments had upon Suits in the Courts of King's Bench and Common Pleas, and therefore they are called Pocket-Judgments.

But we will look chiefly into those between Party and Party for Payment of Money, &c.

I. A Recognizance from One to One acknowledged in Chancery, for the Payment of a Sum of Money, &c.

J W. de villa S. J. in Com' Hunc' generalis, coram Domino Rege in Cancellaria sua personaliter constituit recogn' se debere G. B. de S. in Com' H. predict' Generoso Mille Libras bonæ & legalis Monetæ Angliæ, solvend' præfat. G. B. aut suo certo Attorn' Executoribus vel Administratoribus suis in Festo Annunciationis Beatæ Mariæ Virginis prox' futur' post dat' præsentium. Et predictus J. vult & concedit pro seipso, Hæredibus, Executoribus, & Administratoribus suis per præsentem, Quod si defecerit in solutione prædictæ Summæ Pecuniæ, qd. tunc prædicta Summa Pecuniæ levetur & recipietur de seipso, Hæredibus, Executoribus & Administratoribus suis ac de omnibus & singulis Maneriis, Mesuagiis, Terris

Of Recognizances

Terris, Tenementis, Hereditamentis, Bonis & catallis ipsius J. W. Heredum, Executorum & Administratorum suorum, Teste dicto Domino Rege apud Westm' vicesimo quarto die Aprilis Anno Regni ejusdem Domini Regis Gulielmi Tertii, Dei Gratia Angliæ, Scotiæ, Franciæ & Hiberniæ Regis, Fidei Defensoris, &c. duodecimo, Annoq; Domini 1700.

2. The like from One to Two.

J C. de Parochia S. M. in Campis in Com. Midd' Barbitonsor-Chirurgus, coram, &c. personaliter constitut' Recogn' se debere J. Q. de Parochia Sancti Andreæ Holborn' in Com' Midd. prædict. Generoso & J. D. de eisdem Parochia & Com. Generoso Ducentas Libras bonæ, &c. solvend. eisdem J. Q. & J. D. seu eorum alteri, vel eorum certo Attornato, Executoribus, Administratoribus vel Assignatis suis in Festo Nativitatis Sancti Johannis Baptistæ prox' futur' post Dat. Præsentium. Et prædictus J. C. vult & concedit, &c. [as before Numb. 1. of Recognizances.]

3. The like from One to Threc.

E S. de H. in Com. B. Yeoman, coram, &c. personaliter constitut' Recogn' se debere J. S. de G. in Com' K. Vinipola, G. F.

F. de Civitat. R. in Com' K. Mercatori, & H. L. de eisdem Civitate & Com' Mercatori Centum Libras bone, &c. solvend. eisdem J. S. G. F. & H. L. vel alicui eorum, aut suo certo Attorn', Executoribus, Administratoribus vel Assignatis suis in Festo Sancti Michaelis Archangeli prox' futur' post Dat. Præsentium. Et prædictus E. vult & concedit, &c. [as before Numb. 1. of Recognizances.]

The like from Two to One.

R H. de G. in Com. Sarr' Gen. & A. H. de eisdem Villa & Com. Gen. coram, &c. personaliter constitut' Recognoverunt se debere G. H. de eisdem Villa & Com' Gen' ducentas Libras bone, &c. solvend. eidem G. H. aut suo certo Attorn', Executoribus, Administratoribus vel Assign' suis in Festo, &c. prox' futur' post Dat' Præsentium. Et prædicti R. & A. volunt & concedunt pro se & utroque eorum, Hæred. Executor & Administrator' suis, & eorum utriusq; per præsentis, qd. si ipsi defecerint, aut eorum uterq; defecerit in solutione prædict' Pecuniæ summæ, qd. tunc levetur & recipietur de seipsis, & utroq; eorum, aut de Hæredibus, Executoribus, & Administratoribus suis, & eorum utriusq; ac de omnibus & singulis Maneriis, Messuagiis, Terris, Tenementis, Hereditamentis, Bonis & Ca-

L lis

Of Recognizances.

tallis prædict' R. & A. ac eorum utriusque Hæred', Executorum & Administratorum suorum, & eorum utriusque ubicunque invent' fuerint ad solum & proprium opus & usum præfat' G. H. Hæredum, Executorum, Administratorum & Assignatorum suorum. Teste, &c. [as before.]

The like from Two Conusors to
Two Conusees.

G T. de &c. Armiger, & L. T. de &c. gen' coram, &c. personaliter constitut' Recogn' seipsos, Et uterque eorum Recogn' seipsum debere W. I. de &c. Militi, & F. I. Armigero filio & Hæred' apparent' præfat' W. I. duas Mille Libras bone &c. solvend' eisdem W. & F. aut eorum alteri, vel suo certo Attornato, &c. in Festo, &c. post dat' præsentium, Et prædicti G. & L. volunt, &c. per præsentem Quod si ipsi defecerint, (&c.) quod tunc eadem levetur & recepietur de seipsis & utroque eorum, (&c.) Ac de omnibus & singulis Maneriis, (&c.) ubicunque invent' fuerint; ad solum & proprium opus & usum præfat' W. & F. ac eorum utriusque Hæredum, Executorum, & Administratorum suorum & utriusque eorum, Teste, &c. [as above]

The

The like from Two Conusors to
Three Conusees.

MR. de (&c.) gen' & C. Y. de (&c.)
gen' coram (&c.) personaliter
constitui' Recogn' seipsos & uterq; eorum
recogn' seipsum debere E. N. de &c. S. O.
de &c. L. O. de &c. Quingentas Libras
bonæ, &c. solvend' præfat' E. S. & J. vel
eorum alicui, aut suo certo Attorn' Execu-
toribus vel Administratoribus suis, in Festo,
&c. post dat' præsentium, Et prædicti M.
& C. volunt, &c. per præsentis Quod si
ipsi defecerint &c. quod tunc eadem levetur
& recipietur de seipsis & utroq; eorum, &c.
ac de omnibus & singulis Maneriis, &c.
ubicunq; invent' fuerint ad solum & pro-
prium opus, & usum præfat' E. S. & J.
Hæredum, Executorum, Administratorum
& Assignatorum suorum & cujuslibet eorum
Teste, &c. [as above.]

The like from Three Conusors to
One Conusee.

AB. de &c. C. D. de &c. & E. F.
de &c. coram, &c. personaliter con-
stitui' Recognoverunt seipsos, & quilibet
eorum, recognovit seipsum debere G. H. de,
&c. Trescentas Libras bonæ &c. Solvend'
L 2 præfat'

Of Recognizances.

præfat' G. H. aut suo certo Attorn' Executoribus, Administratoribus, vel Assignatis suis, in Fesfo, &c. post dat' præsentium, Et prædicti A. C. & E. volunt & concedunt pro seipsis & quolibet eorum, Hæredibus, Executoribus, & Administratoribus suis & cujuslibet eorum per præsentis Qd. scripsi defecerint aut quilibet eorum defecerit in solutione prædictæ pecuniæ summæ, qd. tunc eadem levetur & recipietur de ipsis & quolibet eorum, Hæred', Executor', & Administrator' suis & cujuslibet eorum Ac de omnibus & singulis Maneriis, Mesuagiis, Terris, Tenementis, Hereditamentis, Bonis & Catallis prædictorum A. C. & E. & eorum cujuslibet, Hæredum, Executorum & Administratorum suorum, & eorum cujuslibet, ubicunq; invent' fuerint, ad solum & proprium opus usum præfat' G. H. Hæredum, Executorum & Administratorum suorum. Teste, &c. [as in Numb. 1.]

The like from Three Conufors to
Two Conusees.

GAlfridus Pointing de &c. Mercator
Scissor, Fabianus Quince de &c.
Mercat' Scissor, & Elias Norton de &c.
Focalaris coram, &c. personaliter con-
stitut' Recognoverunt seipsos, &c. debere
Abrahamo Young de &c. gen' & Hu-
goni Blinco de &c. gen', Quadringentas
libras

libras bonæ, &c. solvend' præfat' A. & H. seu eorum alteri, aut eorum certo Attorn' Executoribus, Administratoribus, vel Assign' suis, in Festo, &c. post dat' præsentium. Et prædicti G. F. & E. volunt, &c. [as next above, to] per præsentem. Quod si ipsi defecerint, &c. [as next above to] quod tunc eadem levetur & recipietur de ipsis, &c. [as next above, to] ubicunque invent' fuerint ad solum & proprium opus & usum ipsorum A. & H. Hæredum, Executorum, & Administratorum suorum, & eorum utriusque Teste, &c. [as before.]

The like from Three Conufors to three Conusees.

Thomas Fairclough de, &c. gen' Herbertus Yeomans de, &c. gen' & Michael Goodfellow de &c. gen' coram, &c. personaliter constitut' Recognoverunt se, & quilibet eorum Recognovit seipsum debere Stephano Ellis gen. Johanni Morton gen. & Nicolao Baker gen. Mille & quingentas libras bonæ & legalis Monetæ Angliæ, Solvend. eisdem Stephano, Johanni & Nicolao seu eorum alicui, vel eorum certo Attorn. Executoribus, Administratoribus, vel Assignatis suis, in Festo, &c. prox. futur. post dat. præsentium. Et prædicti Thomas, Herbertus, & Michael volunt & concedunt pro seipsis & quolibet

Of Recognizances.

bet eorum, Hæredibus, Executoribus, & Administrato-
 ribus suis, & cujuslibet eorum per
 presentes; Quod si ipsi defecerint in solutione
 prædictæ pecuniæ summæ, quod tunc eadem
 levetur & recipietur de ipsis & quolibet co-
 rum, & eorum cujuslibet Hæredibus, Execu-
 toribus, & Administratoribus; Ac de omnibus
 & singulis Maneriis, Messuagiis, Terris, Te-
 nementis, Hereditamentis, Bonis & Catallis
 eorundem Thomæ, Herberti & Michaelis,
 & cujuslibet eorum, Hæredum, Executorum,
 & Administratorum suorum, & eorum cujus-
 libet, ubicumq; invent. fuerint; Ad solum
 & proprium opus & usum præfat. Stephani
 Ellis, Johannis Morton, & Nicholai Ba-
 ker & cujuslibet eorum, Hæredum, Excuto-
 rum, & Administratorum suorum, & eorum
 cujuslibet. Teste, &c.

*These Recognizances are much of the
 nature of the Statutes hereafter
 mentioned.*

ALso the Conusee upon these Re-
 cognizances shall have the same
 things in Execution as a Man shall have
 after a Judgment in a Suit in the King's
 Bench or Common Pleas by *Fieri facias* or
Levari facias, all his Goods and Chattels,
 and by *Elegit*, the moiety of his Lands
 and all his Chattels, except the Cattle
 of his Plow and Impliments of Hus-
 bandry, But in these Cases he cannot
 take

take the Body of the Conusor in Execution, unless it be upon a new Suit, or in Case of Bail in the *King's Bench*. *Vide postea*.

There are also other Common Assurances called Statutes (as before was hinted) which are Bonds or Obligations on Record, and so called because they are made according to some particular Statute, and there are Statute-Merchant and Statute-Staple. Or a Recognizance in the nature of a Statute-Staple.

The Statute Staple, Merchant and Recognizance are sometimes single, without any Defeazance, and sometimes they are double with a Defeazance or Condition, upon the performance whereof the same is to be avoided.

A Statute Staple is either properly or improperly so called. That which is properly so called, is a Bond of Record as acknowledg'd before the Mayor of the Staple, in the presence of one of the Two Constables of the same Staple; and sealed with the Seal of the Staple, and sometimes also with the Seal of the Party, the which it seems in this Case is not necessary. This Statute was devised, and is used only for Merchants and Merchandizes of the same Staple, and founded upon 27 E. 3. Stat. 2. and is of the same nature the Statute Merchant is.

Statute
Staple.

A Statute Staple improperly so called,

led, and also called a Recognizance, is a Bond of Record founded upon the Statute of 23 H. 8. 6. and is in the nature of a Statute Staple, and of the same force. This is, and must be acknowledged before one of the Chief Justices in the Term time, and in their absence out of Term, before the Mayor of the Staple at *Westminster*, and the Recorder of *London*. It is to be sealed with Three Seals, the Seal of the Conusor, the King, and one of the Justices, or else the Mayor or Recorder: The Form whereof is after this manner. ——— *Noverint universi per presentes me A. B. de (&c. teneri C. D. de (&c.) in Centum libris solvend' eidem C. ad Festum, (&c.) Et si defecero in solutione debiti prædict', volo & concedo quod tunc currat super me Hæredes & Executores meus pæna in Statut. Stapulæ de debiti' pro Merchandizis in eadem emptis recuperand' ordinat' & provis', Dat. &c.*

Or thus, either in the Singular or Plural, ——— *Noverint universi per presentes me A. B. [or nos A. B. & C. D.] teneri & firmiter Obligari J. S. in Centum libris Sterling', Solvend' eidem J. aut suo certa Attorn. hoc script' ostend' Hæredibus vel Executoribus suis in Fest', (&c.) prox' futur' post dat præsent', Et si defecero [vel defecerimus] in solutione debitiæ prædict' volo & concedo [vel sic, volumus & concedimus]*

ma) quod tunc currat super me Hæredes
& Executores meos [vel, super nos &
quemlibet nostrum Hæredes & Executores
nostros & cujuslibet nostrum] pæna in Sta-
tuto Stapule de debiti^o pro Merchandizis in
eadem emptis recuperand^o ordinat^o & pro-
vis^o Dat. die Anno

Domini Regis, (&c.) Vide Stat. 23 H. 8.

c. 6. 1 Cro. 326. 2 Co. Inst. 678.

The Statute Merchant may run Statute-
thus——Noverint universi per præsentis Merchant.

me A. B. de (&c.) Gen^o teneri & per hoc
præsens Scriptum de Statuto Mercator^{is} fir-
miter Obligari E. F. de (&c.) Arm^o in
quingentis libris bonæ & legalis monete
Angliæ solvend^o eidem E. F. aut suo certo
Attorn^o Executor^{is} & Assignat^{is} suis, Et
si non fecero volo & concedo quod currant
super me Hæredes Executor^{is} & Admini-
strator^{is} meos distractiones & pæna premis-
sæ in Statut^o edit^o in Parliament^o Domini
Ed. primi, quondam Regis Angliæ apud
Acton Burnel pro Debitis Mercator^{is} re-
cuperand^o Dat. &c.

Although the Statute Merchant was
at first ordain'd and used for Mer-
chants only, yet now it may be so u-
sed and given by others, and is become
one of the Common Assurances of the
Kingdom. And also the Recognizance
by the Stat. of 23 H. 8. may be used by
Merchants, or any other Person, for
payment of Debts, or assurance of other
things

things, being of the same nature with the Statute Merchant.

Also these Statutes and Recognizances are much of the nature of Judgments had upon Suits in the Courts of *King's-Bench* and *Common-Pleas*.

If the Statute Merchant be not seal'd with the Seal of the Debtor, and there be not a Seal of Two pieces annexed to it, this, its said is no good Statute, neither can it take effect as a Statute.

If a Statute Staple be not sealed with the Seal of the Party that doth acknowledge it, yet it seems to be good enough, for the Statute doth not require it: But a Recognizance within the Stat. of 23 H. 8. cannot be good, except the Seal of the Party be to it; for so are the words of the Statute: And it must also be sealed with such a Seal as the King for that purpose shall appoint, and with the Seal of one of the Chief Justices, or the Mayor of the Staple and Recorder, before whom it is taken. By this Statute also a Clerk of the Recognizances is appointed to write and Inrol such an Obligation, and if it be sealed with the Seal of one piece only, it is not good.

Inrolment.

Six Months

By the Statute of 27 Eliz. c. 4. These Statutes and Recognizances are to be Inrolled within Six Months after the acknowledgment, or they are void, And the

the Clerk within Six Months after the delivery is to make the Entry, and Indorse thereupon the day and year of his Entry, with his own Name, *sub pena 20 l.*

And note, that every Statute Staple or Merchant not brought to the Clerk of the Recognizances within Four Months next after the acknowledging, to enter a true Copy thereof, shall be void against all Persons, their Heirs, Successors, Executors, Administrators, and Assigns only, which for good consideration shall, after the acknowledging of the same Statute, purchase the the Land, or any part liable thereunto, ^{Shewing} or any Rent, Lease or Profit out of it. ^{the Statute.}
Stat. 27 Eliz. c. 4.

4 Months.

Execution.

The Statute must be shewn when it is to be extended; And if a Statute be made to Two, and one of them come with it, he shall have Execution in both their Names. And it is said to be the Common Course, that any Stranger that comes with a Statute, may have Execution of it in the Name of Recognizee; and if after the death of the Recognizee, a Stranger come in his own Name, and shew the Statute, he hath Execution of it; although the Conusee himself come not in Person.

And if a Recognizance or Statute is to pay Money at several days: If the Conusor fail one day, the Execution may be sued of the whole Statute. The

The man-
ner thereof

The manner of proceeding upon these last mentioned Statutes or Recognizances is much like that of a Judgment: And therefore the Conusee may if he please bring an Action of Debt upon a Statute, and waive all other proceedings, or he or his Executors, &c. may after the same is forfeit, have present Execution of it.

As to Sta-
tute Mer-
chant.

The manner is by carrying the Statute to the Mayor and Clerk, or other Officer before whom it was acknowledged, and they are to Imprison the Conusor if he can be found within their Jurisdiction, or else to certify the Record into *Chancery*, and thereupon [in Case of a Statute Merchant] the Conusee may have a *Capias* to the Sheriff of the County where the Conusor lives, Returnable in the *King's Bench* or *Common Pleas*, and the Conusee shall have a Quarter of a years time to make his agreement, or to sell his Lands or Goods to satisfy the Conusee; But if in that time he do not make satisfaction, or if upon the *Capias* the Sheriff Return a *Non est inventus*, then he may have an Extent upon the Lands and Goods.

Statute
Staple.

And in the Case of a Statute Staple, presently after the Certificate into the *Chancery*, the Conusee may have a Writ to take his Body, and to Extend his Lands

Lands and Goods returnable in *Chancery*. And when the Conusee is in peaceable Possession of the Lands extended, he may hold them until he be satisfied his Debt, and his reasonable Costs and Damage for Travel, Suit, Delay and Expences.

Upon a Recognizance at Com.

Upon Recognizances at the Common Law, if the Money be not paid at the day, the Conusee, his Executors or Administrators is to bring a *Scire facias* against the Conusor or his Heirs at full Age, or the purchasers of the Lands he had then or after, to shew Cause, why Execution should not be done upon the said Recognizance, and if the Party doth not appear and shew Cause, the Conusee may have Execution of the Moiety of his Lands by *Elegit*, or if the Conusor be living, of all his Goods by *Levari* or *Fieri facias*, at his election, but he cannot have Execution of his Body, unless he bring an Action of Debt upon the Recognizance, or it be by Course of the Court, as it is in the *King's Bench* upon a Bail, in which Case a *Capias* doth lie.

By the Statute *de Mercatoribus*, the proceedings against the Sureties in Statutes, shall be as the proceedings against the Principal, but in Case where there are moveables of the Principal to satisfy the Debt, the Surety (as it seems) shall not be charged.

Note,

Note, It is said that a Statute first acknowledged, shall be preferred before a Judgment after had. So that if a Man acknowledge a Statute, and after confess a Judgment, and the Land be extended upon the Judgment, the Conuisee shall have a *Scire facias* to avoid the Extent upon the Judgment.

And yet a Judgment had in a Court of Record shall be preferred in Case of an Executor, before a Statute, and the Executor is to satisfy the Judgment before the Statute. Otherwise it is of Goods, for he that first comes, is first to be served.

Note also, that a Statute or Recognizance and the Execution thereupon, may be discharged divers ways, as by Defeazance, Release, payment of the Money, Debt and Damages, delivery up of the Statute, or the like. Thus much for the nature of Statutes and Recognizances.

Bills.

A Bill for payment of Money, at a time and place certain, without Penalty.

I. **K** Now all Men by these presents, That I *John Curtis* of the Parish of *St. Martin* in the Fields, in the County of *Middlesex* Blacksmith, do acknowledge my self to be indebted unto *Edward Spencer* Citizen, and Ironmonger of *London*, in the Sum of Ten pounds of Lawful Money of *England*, To be paid unto the said *Edward Spencer*, his Executors, Administrators, or Assigns, on the Thirtieth day of *December* next ensuing the Date hereof, at, or in the now dwelling House of the said *Edward Spencer*, situate and being without *Bishopsgate*, *London*. For the true Payment whereof, I the said *John Curtis* do Bind me, my Heirs, Executors, and Administrators firmly by these presents. In Witness whereof, I have hereunto set my Hand and Seal, the Thirtieth day of *October*, in the Seventh year of the Reign of our Sovereign Lord King *William* the Third, over *England*, &c. *Annoq; Domini, 1695.*

A Bill Penal, or Obligatory.

2. **K** Now all Men by these presents,
 That I *Henry Combs* of *Deptford*, alias *East Greenwich* in the County of *Kent*, gent. do acknowledge myself to be indebted unto *Thomas Birtby* of *London*, gent. in the Sum of Twenty pounds of Lawful English Money; To be paid unto the said *Thomas Birtby*, his Executors, Administrators or Assigns, on the First day of *January* next ensuing the Date hereof, at, or in the *Inner-Temple-Hall*, *London*. For the true payment whereof, I the said *Henry Combs* do bind me, my Heirs, Executors and Administrators in the penal Sum of Forty Pounds of like lawful Money, firmly by these Presents. In Witness whereof, &c.

Another Form of a Bill Obligatory, or Penal Bill.

BE it known unto all Men by these Presents, That I *A. B.* of (&c) the Sum of Twenty Pounds of lawful Money of *England*, to be paid to the said *C. D.* his Executors, Administrators

rors or Assigns, at, or upon the first day of *August* next ensuing the Date hereof; To which payment well and truly to be made, I bind my self, my Heirs, Executors and Administrators to the said *A. B.* his Executors and Assigns in the penal Sum of Forty pounds of lawful Money, firmly by these Presents. In Witness whereof I have hereunto set my Hand and Seal the first day of *May* 1700.

Sealed and delivered
in the presence of

Another, briefly thus.

THese Presents bind me *A. B.* of *C.* (&c.) my Heirs, Executors and Administrators in the penal Sum of 10*l.* to pay or cause to be paid unto *D. E.* of (&c.) his Executors, Administrators or Assigns the Sum of 5*l.* of lawful Money of *England*, on the day of next ensuing, Witness my Hand and Seal this 16*th* day of *December*, 1700.

Sealed and delivered
in the presence of

M

Another

Another Form of a single Bill.

K Now all Men by these Presents,
That I *A. B.* of *C.* in the Count-
ty of *D.* Yeoman, do owe and am in-
debted unto *E. F.* of *G.* in the County
of *A.* Gent. the Sum of Fifteen pounds
of lawful Money of *England*, to be paid
unto the said *E. F.* his Executors, Admi-
nistrators or Assigns, at, or upon the first
day of *August* next ensuing the Date
hereof. In Witness whereof I have
hereunto set my Hand the firstday of
May 1700.

Witness hereto

Note, this Bill without a Seal is no
Deed, but may be much better
than a bare Promise.

*The Form of a Bill of Sale of Goods,
absolute.*

K Now all Men by these Presents,
That I *Obadiab Thomasman* of
Chessey in the County of *Middlesex* Bar-
ber-Chyrurgeon; for and in Conside-
ration

ration of the Sum of Ten pounds of lawful *English* Money, to me in Hand paid, at the sealing and delivery of these Presents, by *Jonathan Harman* of the Parish of *St. Giles* in the Fields in the said Countrey of *Middlesex* Gent. the Receipt whereof I do hereby acknowledge, and thereof do acquit him the said *Jonathan Harman*, his Executors and Administrators; Have Bargained, Sold and Delivered, and by these Presents, do bargain, sell and deliver in due Form of Law unto the said *Jonathan Harman*, One Shagreen-Cased Box of Instruments belonging to Chirurgery, with all and singular the several Instruments therein contained. To have and to hold the said Bargained Premises unto the said *Jonathan Harman*, his Executors, Administrators and Assigns, To the only proper use, benefit and behoof of him the said *Jonathan Harman*, his Executors and Assigns for ever, and to, and for no other use, trust, benefit or behoof whatsoever. And I the said *Obadiab Thomasman* for my self, my Executors and Administrators, the said bargained Premises unto the said *Jonathan Harman*, his Executors, Administrators and Assigns, against all Men shall and will Warrant, and for ever Defend by these Presents. In Witness, &c.

A Bill of Sale Conditional.

K Now all Men by these Presents,
That I *H. T.* of &c. Cabinermaker; for, and in Consideration of the Sum of Thirty pounds of lawful *English* Money, to me in Hand paid by *T. H.* of &c. Joyner, the Receipt whereof I do hereby acknowledge, and thereof do acquit him the said *T. H.* his Executors, and Administrators: Have Bargained, Sold and Delivered, and by these Presents do bargain, sell, and deliver in due form of Law, unto the said *T. H.* one large Walnut-Tree-Varnisht Cabinet, one large Walnut-Tree-Varnisht Table, one pair of Walnut-Tree-Varnisht Stands, &c. To have and to hold the said bargained Premises unto the said *T. H.* his Executors, Administrators and Assigns, To the only proper use, benefit, and behoof of him the said *T. H.* his Executors, and Assigns for ever. And I the said *H. T.* for my self, my Executors and Administrators, the said bargained Premises unto the said *T. H.* his Executors, Administrators and Assigns, against all Men shall and will Warrant, and for ever Defend by these Presents. Provided always, and upon this Condition

dition nevertheless, That if I the said *H. T.* my Executors, Administrators or Assigns, do, and shall, well, and truly pay or cause to be paid unto the said *T. H.* his Executors or Assigns, the full and just Sum of Thirry pounds and Eighteen shillings of like lawful *English* Money, on the day of next ensuing the Date hereof, That then this present Bill of Sale, and every Clause, Grant and Warranry therein contained shall cease, determine, and be utterly void to all intents, purposes and constructions; But in default of payment of the said Sum abovementioned, the same to stand, remain, and be in full force, strength and vertue. In Witness, &c.

H. T.

Sealed and delivered, and possession of all the bargained Premises above [if it be subscribed, but if indorsed, then within] mentioned given unto the above named *T. H.* by delivery of one of the Stands above mentioned, in the name of the whole, by the above named *H. T.* and according to the true intent, and meaning of the abovementioned Bill of Sale, in the presence of us.

A. B. C. D.

M 3

Note,

Note, the like subscription or Indorsement must be to the first Bill of Sale, for every Bill of Sale not so Subscribed or Indorsed, is voidable (if not void) in Law.

☞ Next we will see some other useful Presidents in their Alphabetical order. And first of Articles of Agreement.

Articles.

Articles between an Attorney and his Clerk's Friend on behalf of the Clerk.

Articles of Agreement Indented, had, made, concluded and agreed upon the Twentieth Day of May, in the 12th Year of the Reign of our Sovereign Lord William the Third, by the Grace of God, of England, Scotland, France and Ireland, King, Defender of the Faith, &c. Annoq; Dom. 1700. Between A. B. of New-Inn, in the County of Middlesex, Gent. of the one part, and C. D. of T. in the said County of Middlesex, Gent, of the other part, in manner following, viz.

Ampt.

Imprimis. **I**T is Covenanted and Agreed between the said Parties, and the said *A. B.* doth for himself, his Executors and Administrators, Covenant to, and with the said *C. D.* That he the said *A. B.* shall, and will receive and entertain into his Service *E. F.* a Kinsman of the aforesaid *C. D.* and him keep, instruct and teach by the best means and method he can in the Course and practice of the Law, fitting for an Attorney of the Court of *King's Bench*, during the Term of five Years, to be accounted from the Day of the Date of these Presents; During which Term the said *A. B.* shall give, provide, find and allow to the said *E. F.* Meat, Drink and Lodging sufficient, fit and convenient: And at the end of every Term of the four Terms in every Year, during the said five Years, shall pay to the said *E. F.* 20 s. of Lawful Money of *England*; and at the expiration of the said five Years (he the said *E. F.* during the said five Years, faithfully serving the said *A. B.* and paying the Fees for that purpose due) do his best endeavour to procure him the said *E. F.* to be admitted an Entering Clerk of the said Court of *King's Bench*. And that in Case he the said *A. B.* In case the shall happen to die within the space of Master die.

Articles of Agreement.

The same
reservation
of Repay-
ment, in
Case the
Clerk die
if it be so
agreed.

one Year next ensuing the Date hereof, Then the Executors or Administrators of the said *A. B.* shall pay to the said *C. D.* his Executors, Administrators or Assigns, Fourscore pounds of Lawful Money of *England*; And in Case he the said *A. B.* shall happen to die within the space of Two Years next ensuing the Date hereof; Then the Executors or Administrators of the said *A. B.* shall pay to the said *C. D.* his Executors, Administrators or Assigns, Threescore Pounds of Lawful Money; and in Case the said *A. B.* happen to die within the space of Three Years next ensuing the Date hereof, Then the Executors or Administrators of the said *A. B.* shall pay to the said *C. D.* Forty Pounds of like lawful Money.

And the said *C. D.* in Consideration of the Premises, hath paid to the said *A. B.* 120*l.* of Lawful Money of *England*, and doth also for himself, his Heirs, Executors and Administrators, Covenant with the said *A. B.* his Executors and Administrators by these Presents, That the said *E. F.* during the said five Years, shall do the said *A. B.* true, faithful and just Service in all Respects as a Clerk ought to do, and shall be of Civil Demeanor and due Behaviour to the said *A. B.* his Master, and shall from time to time, upon request,
give

give to the said *A. B.* a just Account of all such Monies, Deeds and Writings, and of all other things that he shall be trusted with by the said *A. B.* or which shall come to his hands, of, and from any other Person or Persons, by the Order or for the Use of the said *A. B.*

And further, that he the said *C. D.* his Executors or Administrators shall and will within 30 days next after notice given unto him or them by the said *A. B.* or his Assigns, make full Restitution and Payment to him the said *A. B.* of all such Moneys and other Things as shall be purloined, imbezled or wasted by the said *E. F.* or otherwise unduly detained by him from his said Master during the said five Years. In Witness whereof, the Parties to these present Articles have to the same interchangeably set their Hands and Seals the said 20th day of *May* 1700.

Sealed and Delivered
in the presence of

Note, it may be convenient to make the Clerk a Party, and to Seal and Deliver, though he does not Covenant, as between *A. B.* and *C. D.* of the one Part, and *E. F.* of the other.

Impri:

Articles of Agreement.

Imprimis, The said *A. B.* doth by these Presents put himself a Clerk to the said *E. F.* to serve him from the Date hereof for the full Term of Five Years.

Item, The said *C. D.* doth Covenant, &c. That he shall serve his Time, &c.

Articles between the Father and his Son, the Clerk, on the one Part, and the Attorney of the other Part.

Articles of Agreement, (&c.) Between J. S. the Elder, of the Parish of (&c.) and J. S. his Son of the one Part, and A. B. of Furnival's-Inn, in the County of Middlesex, Gent. of the other Part, in manner following, viz.

Imprimis. **T**HE said *A. B.* for and in Consideration of the Sum of 140*l.* of Lawful Money of *England* to him in hand paid, at and before the Ensealing and delivery of these Presents by the said *J. S.* the Elder, doth Covenant, Promise and Agree to, and with the said *J. S.* the Elder, to receive, accept and take the said

said J. S. his Son to be the Clerk of him the said A. B. for the space of Five Years, next ensuing the Date of these Presents, and also during the said Five Years (if he the said A. B. shall so long live) to allow and provide for the said J. S. the Son, competent and sufficient Meat, Drink and Lodging, or Seven shillings a Week in lieu thereof; and also to teach and instruct the said J. S. the Son, in the Practice of an Attorney and Solicitor in such Courts as he the said A. B. doth, or shall Practise and Solicite in, and to allow such Fees to him the said J. S. the Son, as are usually allowed by other Attorneys and Solicitors of the same Courts to their Clerks; and at the end of every Term of the Four Terms in the Year, during the said Five Years, to pay to the said J. S. the Son, 20 s. of Lawful Money of England, as Termage or a Term Fee, and at the expiration of the said Five Years, use his best endeavour to procure the said J. S. the Son, to be admitted and sworn an Attorney of the Court of *Common Pleas*.

Item, The said A. B. doth further for himself, his Executors and Administrators Covenant, Promise and Agree, to, and with the said J. S. the Elder, by these Presents; That if the said A. B. shall

Articles of Agreement.

shall happen to depart this Life within one Year next ensuing the Date of these Presents, That then, and in such Case the Executors and Administrators of the said *A. B.* shall restore and pay back unto the said *J. S.* the Elder, his Executors, Administrators or Assigns, the Sum of 100*l.* of Lawful Money of *England* within Three Months next after the decease of the said *A. B.* And in Case the said *A. B.* shall happen to die after one Year, and within Two Years next ensuing the Date hereof, That then, and in such Case the Executors or Administrators of the said *A. B.* shall return and pay back unto the said *J. S.* the Elder, or his Assigns, the Sum of Threescore pounds of like Lawful Money within Three Months next after the decease of the said *A. B.* And in Case the said *A. B.* shall happen to die after Two Years, and within the space of Three Years next ensuing the Date hereof, That then, and in such Case the Executors or Administrators of the said *A. B.* shall return and pay back unto the said *J. S.* the Elder, or his Assigns, the Sum of 20*l.* of like Lawful Money, within Three Months next after the decease of the said *A. B.* And upon payment of any the respective Sums abovementioned, at any the respective times abovementioned, the Executors

Articles of Agreement.

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Executors or Administrators of the said *A. B.* are to be freed and discharged from the Covenants in these present Articles mentioned and contained.

Item, The said *J. S.* the Elder, and *J. S.* the Son, for themselves, and either of them severally, their and either of their Executors and Administrators, do Covenant, Promise and Agree to, and with the said *A. B.* his Executors and Administrators, That if the said *J. S.* the Son, happen to die before the expiration of the said Five Years (the said *A. B.* being then alive) That then, and in such Case the said *A. B.* his Executors or Administrators shall not be compelled or forced to restore or pay back any part or parcel of the said 140^l. unto the said *J. S.* the Elder, his Executors or Administrators, or unto the Executors or Administrators of the said *J. S.* the Son, or unto any of them; But then, and in such Case the said *A. B.* after the decease of the said *J. S.* the Son, shall be absolutely discharged from all, and every the Covenants in these Presents contained.

Item, The said *J. S.* the Elder, and *J. S.* the Son, do for themselves, and either of them severally, Covenant, Promise and Agree to, and with the said

Articles of Agreement.

said *A. B.* his Executors and Administrators, by these Presents, that the said *J. S.* the Son, shall well and truly serve the said *A. B.* during the said Five Years, to Commence from the Date of these Presents, and all, and every his lawful Commands, well and truly do, perform and keep; and shall not at any time or times hereafter, during the said Five Years, absent himself from the Service of the said *A. B.* without the special License and Consent of the said *A. B.* nor shall do, or cause to be done any Act or Acts, Thing or Things whatsoever, which may be in any wise hurtful or prejudicial unto the said *A. B.* his Executors or Administrators, neither shall he the said *J. S.* the Son, wilfully imbezel, purloin or unlawfully make away, consume, mispend, waste or spoil, or cause, or willingly suffer to be imbezled, purloined, made away, consumed, mispent, wasted or spoiled any of the Goods and Chattels, Money, Bonds, Bills, Specialties or other Writings whatsoever, of the said *A. B.* his Executors or Administrators, or which he the said *A. B.* his Executors or Administrators may be answerable or accountable for: And also that he the said *J. S.* the Son, shall, and will from time to time, and at all times hereafter, when required, during the said Five Years,

Years, give and render unto the said A. B. his Executors or Administrators, a just, true and perfect Account of all and every such Sum and Sums of Money as shall come into the Hands, Custody or Charges of him the said J. S. the Son, to, and for the use of the said A. B. his Executors or Administrators, or which he the said A. B. his Executors or Administrators, shall be in any wise answerable for, or liable to render an Account of, But as a faithful and careful Servant, shall behave himself towards the said A. B. his Master, during the said Term of Five Years : And also that the said J. S. the Son, shall not at any time or times hereafter, during the said Term of Five Years, discover or publish any of the lawful Secrets of the said A. B. and shall not lose, deface, or tear off any Seal or Seals of any Bond, Deed, Indenture, or any other Writing or Writings whatsoever, which shall come into the Hands or Possession of the said J. S. the Son, or be delivered to him to be in any case used, by which the said A. B. shall, or may be damnified or molested : And also that the said J. S. the Son, shall not, during the said Five Years, practise or do any business upon his own account, or for his own proper gain, interest or advantage, otherwise than as a Clerk, and

Articles of Agreement.

and for the interest and gain of the said A. B. in any Court or Courts whatsoever. And to the due performance **A Penalty.** of all and every the aforesaid Covenants and Agreements, either of them the said J. S. the Elder, and A. B. doth bind himself, his Executors and Administrators respectively unto the other of them, his Executors and Administrators in the Penal Sum of 280*l.* of lawful Money of *England* firmly by these Presents, In Witness whereof, the Parties to these Presents have to the same interchangeably set their Hands and Seals, the Day and Year first above written.

Sealed and Delivered
in the presence of

Award and Arbitrement.

*An Arbitrement or Award of Lands,
by which the Party Covenanteth to
perform it.*

THIS Indenture, made the
1*h.* day of *August* in the 12*th*
Year of the Reign of our Sovereign
Lord *William* the Third, by the Grace
of

of God of *England, Scotland, France*
and *Ireland* King, Defender of the
Faith, &c. *Annoque Domini, 1700.* be-
tween A. B. of, &c. of the one Part,
and C. D. of, &c. of the other part,
Witnesseth, That whereas there hath
been and yet is Contention, Variance
and Suit betwixt the said Parties, not
only for and concerning the Right, Ti-
tle and Interest of and in a certain
quantity of Ground, by estimation two
Acres, or thereabouts, lying in *E.* and
adjoyning, (&c.) * For the Friendly
ending and appeasing of which said
Variances and Controversies, the said
Parties have compromised and submit-
ted, and by these Presents do compro-
mit and submit themselves and all Mat-
ters in variance aforesaid, to the Order,
Arbitrement, Award, Judgment, final
End and Determination of *E. F.* and
G. H. of &c. Arbitrators indifferently
chosen, elected and named, as well on
the part and behalf of the said A. B. as
of the aforesaid C. D. Whereupon the
said Arbitrators having viewed the said
Ground in variance, and perused divers
Writings and Evidences concerning the
same, and heard the Testimony and Wit-
ness of divers ancient Men and Neigh-
bours, dwelling nigh the said Ground, as
well touching the Occupation and Usage
of the said Ground by the said A. B. and

N

his

Award and Arbitrament.

his Ancestors, as also the said Ways used thereunto, by the Inhabitants of the Neighbourhood, time out of mind; Do make and declare their Award, Judgment, final End and Determination of and concerning the Premises and every part thereof. And to that end the said *A. B.* and *C. D.* do, and each of them by these Presents doth, severally Covenant and Grant, to and with the other for themselves, their Heirs, Executors and Administrators, in manner and form following, that is to say, First, the said Arbitrators do Order, Award and Judge, and the said *C. D.* is so contented and agreed, and accordingly doth Covenant and Grant for him and his Heirs, to and with the said *A. B.* and his Assigns, That he the said *A. B.* shall and may from henceforth have, hold, occupy and quietly enjoy to him and his Heirs for ever, the said parcels or quantity of Ground, containing by estimation Two Acres, lying and being ——— (&c.) ——— and that the said *C. D.* his Heirs and Assigns, shall and will at all times hereafter, at his and their proper Costs and Charges, and within the space of Two Years, next ensuing the Date hereof, do, make, acknowledge and suffer, or cause to be made, acknowledged and suffered, all and every Act and Acts, Thing and Things, for the

the further, better and more perfect assuring and sure making unto the said A. B. his Heirs and Assigns, for ever, as well the said parcel or quantity of Ground, containing about Two Acres, as also of the said Ways in manner and form before expressed, as by the said A. B. his Heirs and Assigns, or his or their Counsel learned in the Laws, shall for that purpose be reasonably advised, devised or required, according to the true intent and meaning of these Presents. In Consideration whereof the said A. B. hath paid to the said C. D. at the enfealing hereof, at the Request and by the Award and Order of the said Arbitrators; the Sum of 100*l.* of lawful Money of *England*. In Witness whereof, not only the said Parties to these present Indentures of Award interchangeably have put their Seals, and subscribed their Names, but also the said Arbitrators, to both the Parts of these Indentures have put their Hands and Seals the Day and Year first above written.

Sealed and Delivered
in the presence of

Note, that all such Covenants and Conditions as are usually made for the
N^o 2 assurance

Award and Arbitrement.

assurance or enjoying of Lands or Tenements, Goods and Chattels may be inserted into Awards, as the Arbitrators, &c. shall think fit.

Another more modern made upon submission by Bond.

TO all People to whom this present Writing of Award Indented shall come, A. B. and C. D. of (&c.) send Greeting, Whereas great Variance, Strife, Debate and Controversie hath heretofore been had, moved and stirred, between E. F. of (&c.) and G. H. of (&c. of, for and concerning—— (&c. [reciting the Matters in Controversie,] for the appeasing and ending whereof, either of the said Parties by their mutual Assents, Consents and Agreements, have submitted and bound themselves, either to the other, by their severall Writings Obligatory, bearing Date——(&c.) in the Sum of, (&c.) To stand to, obey, abide, observe, perform, fulfil and keep the Award, Order, Arbitrement, Judgment, final End and Determination of Us the said A. B. and C. D. Arbitrators indifferently Elected and Chosen between
the

the said Parties to Arbitrate, Award, Order, [&c. as are the Words in the Condition of the Bond)——of and for the Premisses, as by the said several Obligations, with the Conditions for the performance thereof, relation being thereunto had, more at large may appear. Now know ye, That we the said Arbitrators having taken upon us the Business and Charge of the same Award, and willing to set the said Parties at Peace and Concord, by making a final End and Determination concerning the Premisses in Controversie, and having taken good advice and deliberation, and heard and examined both their Title, Allegations and Proofs offered, concerning the said Premisses in Controversie, do, with the assent and consent of both the said Parties, make, publish, declare and give up this our Award concerning the Premisses, in manner and form following, *viz.* First, We Award, Order, Judge and Determine, That, —— &c. Also we Setting
award, &c. Finally we award, judge forth the
and determine, &c. ——In Witness Judgment
whereof we the said Arbitrators, and or Award.
also both the said Parties to the Submission, have interchangeably put our Hands and Seals, this 13th day of August, Annoq; Domini, 1700.

Another

*Another general Form of an Award
upon a submission by Bond.*

Note, it
need not be
indented,
unless the
Bond of
submission
doth so
direct.

* Reciting
the words
in the
Condition
of the
Bond.

TO all People to whom this present
Writing of Award indented, shall
come, *A. B.* of, &c. and *C. D.* of, &c.
Arbitrators indifferently chosen, elect-
ed and named, by and between *E. F.*
of, &c. and *G. H.* of, &c. to Arbitrate,
* Award, Order, Judge and Deter-
mine, &c. of, for, upon and concern-
ing all and all manner of Action and
Actions, Cause and Causes of Acti-
ons, Suits, Bills, Bonds, Specialties, Judg-
ments, Executions, Extents, Quarrels,
Controversies, Trespasses, Damages,
and Demands whatsoever, at any
time before our said Election, had,
made, moved, brought, commenced,
sued, prosecuted, done, suffered, com-
mitted or depending, by or between the
said Parties, as by the several mutual
Bonds or Writings Obligatory of the
said Parties, with the Conditions there-
of, relation being thereunto had, more
fully and at large it doth and may ap-
pear. Now know ye, That we the
said Arbitrators, in pursuance of our
said Election, and the power given us
thereby, for the ending of all the Mat-
ters to us therein submitted, and for
the

the future Peace and quiet of the said Parties concerning the Premises, do Arbitrate, Award, Order, Judge and Determine thereupon as followeth, First, (&c.) ——— In Witness whereof, we the said Arbitrators have to these our present Indentures of Award, interchangeably set our Hands and Seals, the 16th day of *August, Annoq; Domini,* 1700.

The Form of an Umpirage.

TO all People to whom this present Writing shall come, I *A. B.* of *C.* &c. Umpire indifferently chosen by *E. F.* of, &c. and *G. H.* of, &c. having deliberately heard and understood the Grievs and Allegations and Proofs of both the said Parties, and willingly, as much as in me lieth, to set the said Parties at unity and good accord, do by these Presents Arbitrate, Award, Order, Deem, Decree and Judge, That the said *E. F.* his Executors or Administrators, shall well and truly pay or cause to be paid unto the said *G. H.* his Executors, Administrators or Assigns, at or in the dwelling House of *J. K.* situate in *L.* in the said County of *M.*

the full Sum of Ten pounds of lawful Money of *England* on the First day of *May* next ensuing the Date hereof; and that upon payment thereof, either of the said *E. F.* and *G. H.* shall Seal, Subscribe, and as his several Act and Deed, deliver unto the other of them a general Release in writing of all Matters, Actions, Suits, Causes of Actions, Bonds, Bills, Covenants, Controversies and Demands whatsoever, which either of them may, might or in any wise ought to have of, and against the other of them by reason aforesaid, or means of any Matters, or Cause or Thing whatsoever from the beginning of the World until the 24th Day of

To the day
of the
Date of the
Bonds of,
Submission
and no
further.

May now last past. In Witness whereof, I have hereunto set my Hand and Seal the 18th Day of *April*, in the 12th Year of the Reign of our Sovereign Lord *William* the Third, of *England, Scotland, France and Ireland* King, Defender of the Faith, &c. *Annoq; Domini, 1700.*

*The Form of a Release to be given,
as awarded.*

K Now all Men by these Presents,
That I E. F. of &c. have remised,
released, and for ever quit claimed,
and by these Presents do for me, my
Heirs, Executors and Administrators,
remise, release, and for ever quit
claim unto G. H. of, &c. his Heirs,
Executors and Administrators all and
all manner of Actions, Cause and Cau-
ses of Actions, Suits, Bills, Bonds, Wri-
tings Obligatory, Debts, Dues, Duties,
Accounts, Sum and Sums of Money,
Judgments, Executions, Extents, Quar-
rels, Controversies, Trespasses, Dama-
ges and Demands whatsoever, which
against the said G. H. I ever had, now
have, and which I, my Heirs, Execu-
tors or Administrators shall or may have,
Claim, Challenge or Demand for or by
reason or means of any Matter, Cause or
Thing whatsoever from the beginning
of the World until the 24th Day of
March now last past. In Witness where-
of, I have hereunto set my Hand and
Seal this First Day of *May*, in the 12th
Year of the Reign of, &c. *Annoq; Do-*
mini, 1700.

Sealed and delivered
in the presence of

An

An Acquittance from an Administrator for Deeds and Writings received of the Intestates.

REceived this Tenth day of, &c. by me *M. M.* of, &c. being Administrator of all and singular the Goods and Chattels, Rights and Credits which were of *J. M.* late deceased of, &c. and from *A. F.* of, &c. the Deeds and Writings hereafter mentioned, *viz.* One Indenture of Bargain and Sale under the Hand and Seal of *I. M.* Father of the said *I. M.* deceased, Dated, &c. made between &c. by the name of, &c. of the one part, and *R. D.* of, &c. whereby or wherein the said *I. M.* did Grant Bargain and Sell for the Consideration of, &c. Three several Messuages, &c. in, &c. unto, &c. and his Heirs, with divers Covenants therein contained; And received then also one Counterpart of an Indenture under the Hand and Seal of the said *I. M.* bearing the same Date with the said recited Indenture, wherein the said *R. D.* did Agree and Covenant to and with the said *I. M.* that he the said *I. M.* should pay or cause to be paid unto the said *R. D.* his Executors or Assigns, the Sum of, &c. in such manner as in the
same

same last recited Indenture is mentioned, and that then in performance thereof the aforesaid Indenture of Bargain and Sale should be void, with divers other mutual Covenants therein contained; And received then also one Bond or Obligation under the Hand and Seal of the said *I. M.* which the said *I. M.* did enter into, of the same Date as aforesaid, unto him the said *R. D.* of the penalty of 500*l.* Conditioned for the payment of several and respective Sums of Money at the several days and times mentioned in the said recited Indenture. And received then also one other Indenture Dated, &c. made between, &c. whereby it is mentioned to be agreed by and between the said Parties to the said last recited Indenture, that to the Intent to cut off the Intail of the said Three Messuages made and settled by the last Will of *I. M.* the Father of the said *I. M.* the Son, a Common Recovery should be had and suffered of the said Three Messuages, &c. or Tenements in the Court of, &c. which is therein mentioned, to be and enure to the only use and behoof of the said *I. M.* and of his Heirs and Assigns for ever. Of all which said Deeds and Writings above mentioned, I the said *M. M.* do hereby acknowledge the Receipt, and there-

of

Form of Acquittance, &c.

of and of all and every of them do Acquit, Exonerate, and Discharge him the said *A. F.* his Heirs, Executors and Administrators, and every of them touching and concerning the same, for ever by these Presents. Witness my Hand and Seal the Day and Year first above written.

An Acquittance from a Solicitor for his Fees, for drawing of Writings and disbursing of Money.

R Eceived, &c. by me *W. I.* of, &c. of *W. B.* of, &c. the Sum of, &c. which together with other Moneys and Charges formerly paid to me for making Writings for the said *W. B.* is in full of all Charges and other Demands for Conveyances, Writings, and other things at Law, by any Writing or otherwise Agreed, Covenanted, Promised, Contracted for, or due to be paid by the said *W. B.* to me the said *W. I.* as any ways imployed for the said *W. B.* from the beginning of the World unto the day of the Date of these Presents. In Witness, &c.

An

*An Acquittance from the Husband
and Wife, for Consideration Money
upon a Bargain and Sale.*

REceived the First day of *June* 1700.
of R. H. of, &c. by me A. B. of,
&c. and A. my Wife, the full Sum of
100 l. of lawful, &c. being the full
Consideration Money mentioned in
certain Indentures of Grant, Bargain,
and Sale, bearing Date, &c. made be-
tween us the said A. and A. of the one
part, and the said R. H. of the other
part, which said Sum of 100. we the
said A. and A. do hereby acknowledge
our selves fully satisfied with, and there-
of and of every part and parcel there-
of do acquit and discharge the said R.
H. his Heirs, Executors and Admini-
strators and every of them for ever by
these Presents. In Witness, &c.

*An Acquittance for several Sums by a
Guardian who received the same
from the Executor of the deceased,
for the maintenance of an Infant.*

REceived of and from E. T. one of
the Executors of the last Will and
Testa-

Form of Acquittance, &c.

Testament of *R. W.* late of *L. Widow*, deceased, the full Sum of, &c. being the Consideration Money of, &c. for Six months Interest or allowance for and towards the maintenance and education of *R. B.* Daughter of *G. B.* deceased, growing due and payable unto the said *R. B.* at or upon the Second day of, &c. which together with the Sum of, &c. paid and satisfied to the said *R. B.* or her Assigns by Two equal portions, makes the full and just Sum of, &c. As by the several and particular Receipts, Acquittances and Discharges thereof made (relation being thereunto had) may appear; The said Sum of, &c. having been devised, given and bequeathed to her the said *R. B.* by the aforesaid last Will and Testament of the said *R. W.* and *J. E. B.* Guardian to the said *R. B.* do by these Presents declare that the said Money so received of the said *E. T.* is for Diet and Clothing I have furnished the said *R. B.* withal, And I do hereby acquit the said *E. T.* of the same, And bind me, my Executors and Administrators, to save harmless the said *E. T.* from all manner of Persons that shall demand any part or parcel of the above mentioned Sum or Sums of Money severally paid to me the said *E. B.* as aforesaid. And I do also faithfully promise

to repay or cause to be repaid unto the said E. T. his Executors or Assigns either a ratable proportion according to the quantity of the said Legacy so given as aforesaid, or such a certain Sum of Money as upon the Account of the said E. T. of the said R. W. her Estate in Court upon his Oath given, shall be thought fit and reasonable, in Case the personal Estate of the said R. W. shall happen to fall short to pay all the Debts and Legacies of the said R. W. In Witness, &c.

An Acquittance from an Infant to his Guardian.

WHereas C. M. of, &c. at the request of me A. W. of, &c. in the Years, &c. did and hath received for me the said A. W. (being then under Age) and for my use several Sums of Money, amounting in the whole unto, &c. And whereas also the said C. M. hath disbursed at several times in the said Years divers Sums of Money, amounting in the whole unto, &c. for my use, which I have, and do hereby allow, and am content to defalk the same out of the said, &c. And where-

Form of an Acquittance, &c.

as I the said *A. W.* am now of full Age,
viz. the Age of 21 Years and upwards,
 And whereas also we the said *C. M.* and
A. W. have on the Day of the Date
 hereof accompted and reckoned to-
 gether, of and concerning the said
 Sums so received, and there remaineth
 upon that Accompt, &c. and no more.
 Now know all Men by these Presents,
 that I the said *A. W.* for and in consi-
 deration of the Sum of, &c. of lawful,
 &c. in hand well and truly paid to me
 by the said *C. M.* at or before the seal-
 ing and delivery hereof, the Receipt of
 which said Sum of, &c. I do hereby
 acknowledge, and thereof and of eve-
 ry part thereof, do for me, my Heirs,
 Executors and Administrators, for ever
 acquit and discharge the said *C. M.*
 his Heirs, Executors and Administrators
 and every of them by these Presents,
 Have remised, released and for ever
 quit claimed, And by these Presents do
 for me, my Heirs, Executors and Ad-
 ministrators, remise, release and for
 ever quit claim unto the said *C. M.* his
 Heirs, Executors, Administrators and
 Assigns and every of them, All and
 all manner of Action and Actions,
 Cause and Causes of Action, Accompts,
 Debrs, Duties, Sums of Money, Claims,
 and Demands whatsoever, which I the
 said *A. W.* now have, or hereafter shall

or

or may have for or by reason of any Cause, matter or thing whatsoever from the beginning of the World unto the Day of the Date of these Presents, In Witness, &c.

An Assignment and Letter of Attorney of several Bonds.

TO all Christian People to whom these Presents shall come, I R. G. of, &c. send greeting, whereas E. O. of, &c. and L. N. of, &c. in and by their Obligations bearing Date the Day of, &c. do stand Joyntly and Severally bound unto me the said R. G. in the Sum of 500*l.* with Condition there under written for the payment of 255*l.* on the Day of then next ensuing the Date of the said Obligation, at or in the now dwelling House of H. T. in, &c. and wheresalso G. K. of, &c. Gent. and E. W. of, &c. Yeom. in and by their Obligations bearing date &c. do likewise stand bound unto me in the Sum of 300*l.* with Condition there under written for payment of 150*l.* on the Day of November next ensuing the Date of the said Obligation, at or in the, &c. And whereas
O
also,

also, &c. (reciting the several Bonds) as in and by the said several recited Obligations more at large doth and may appear. Now know ye that I the said R. G. for divers good Causes and valuable Considerations me hereunto especially moving, have granted, assigned and set over, and by these Presents do grant, assign and set over unto A. B. of, &c. *Gent.* all and singular the Bonds and Debts aforesaid, and have made, assigned, constituted and ordained, and in and by these Presents do make, assign, constitute and ordain the said A. B. my true, lawful and irrevocable Attorney, in my Name, but to the only proper use and behoof of him the said A. B. his Executors and Administrators, to ask, demand and receive of the said several Obligors bound by the said recited Obligations the said several Sums of Money in the said several recited Conditions mentioned respectively, giving, and by these Presents granting unto my said Attorney full Power and Authority if need shall be, to Sue, Arrest, Attach, Implead, Condemn and Imprison the said parties Obligors, and every of them, and their and every or any of their Bodies, Goods and Chattels in Execution to take, and out of Execution to deliver, either upon Satisfaction, Composition or otherwise at the will and

will and pleasure of my said Attorney ; Also Acquittances or any other Discharges, in my Name to seal and deliver, and Attorney or Attorneys, one or more under him the said *A. B.* his Executors or Administrators, to make, substitute and revoke, and generally to do, execute, prosecute and determine all and every other Act and Acts, thing and things whatsoever, which in or about the Premises or any part thereof, shall be needful, necessary or convenient, as fully, wholly and effectually, and in as large and ample manner and form to all intents and purposes as I the said *R. G.* my Executors or Administrators might or could do personally, without any Accompt thereof to be yielded to me, my Executors or Assigns, and whatsoever my said Attorney shall do or cause to be done in, about or concerning the Premises, I do by these Presents ratifie, confirm and allow the same, and also do for my self, my Executors and Administrators, Covenant, promise and agree to and with the said *A. B.* his Executors & Administrators that the said recited Obligations and every of them now are and stand in full Force and Effect, and that neither I nor my Executors or Administrators shall at any time hereafter acquit, release or discharge them, or any of the Moneys

due upon the aforesaid Obligations, or any of the said Parties Obligors bound in and by the same or any of them, their or any of their Executors or Administrators, without it be by the Consent of the said *A. B.* his Executors or Administrators in writing, and further, that I the said *R. G.* my Executors and Administrators shall and will ratifie, confirm and allow all such lawful Actions and Suits, and other things whatsoever as he the said *A. B.* his Executors, Administrators or Assigns or any of them shall at any time hereafter bring, Sue, commence, prosecute or proceed in or against the said Parties Obligors, bound in or by the said recited Obligations or any of them. And lastly, that I, my Executors or Administrators shall upon every reasonable request of the said *A. B.* his, (&c.) give to the said *A. B.* his, (&c.) such further Letter or Letters of Attorney, and Power for the receiving and recovery of the Debts aforesaid and every of them, as by the said *A. B.* his Executors or Administrators shall in that behalf be reasonably advised, devised or required. In Witness, &c.

*An Assignment of a Lease forfeited
upon a Mortgage.*

THIS Indenture made, (&c.) between J. L. of, (&c.) and G. O. of, (&c.) on the one Part, and T. K. of, (&c.) on the other Part. Whereas the said J. L. by his Indenture of Lease bearing date the 24th of May in the Twelfth year of the Reign of our said Sovereign Lord that now is, for the Consideration therein expressed, did Demise and Grant unto the said G. O. all those, (&c.) [here set forth the Parcels] To Have and to Hold the said several Pieces and Parcels of Land, Arrable, Pasture, and Wood Ground, and all other the Premises, with their and every of their Appurtenances, unto the said G. O. and his Assigns, from the day of the Date of the said recited Indenture of Lease, unto the full end and Term of 99 Years, from thence next ensuing and fully to be compleated and ended, without impeachment of any manner of Wast, by and under the yearly Rent of one Pepper Corn, if it were demanded, with Conditions therein contained, That if the said J. L. his Heirs, Executors, Administrators and Assigns should pay unto him

Reciting of
the Lease.

O 3

the

That the
Premises
were For-
feited.

The As-
signment.

the said G. O. his Executors or Assigns, the Sum of 106*l.* of lawful Money of *England* on, (&c. that then and from thenceforth the said recited Lease to be void, as by the said recited Indenture of Lease it doth and may more fully and at large appear. And whereas the said J. L. did not, nor hath paid the said Moneys according to the said Proviso and Condition, by reason whereof the said Lands and Premises are absolutely come unto and Vested in him the said G. O. for all the rest and residue of the said Term of 99 years by the aforesaid Lease demised and granted in manner as aforesaid. Now This Indenture Witnesseth, That the said G. O. at the request and by the appointment of the said J. L. for and in Consideration of the Sum of 100*l.* of lawful Money of *England* to him in hand paid by the said T. K. and the said J. L. for and in Consideration of the like Sum of 100*l.* of lawful Money to him by the said T. K. in hand paid, the Receipts of which several Sums of Money they the said G. O. and J. L. do hereby severally acknowledge, and thereof do severally acquit and discharge the said T. K. his Heirs, Executors, Administrators and Assigns, and every of them for ever by these Presents, Have demised, granted, bargained, sold, assigned and set over

over and confirmed, and by these Presents do Joyntly and Severally demise, grant, bargain, sell, assign and set over and confirm unto the said T. K. his Executors and Assigns all those the aforesaid several Parcels of Land, Pasture, Wood ground and Premises with their appurtenances in the said recited Indenture of Lease mentioned and expressed, and all their and either of their Estate, Right, Title, Interest, Term for years, Claim and Demand whatsoever therein and thereunto, together with the said recited Indenture ^{The Habendum.} of Lease. To Have and to Hold all and every the said several Pieces and Parcels of Land, Pasture and Wood ground with their appurtenances unto the said T. K. his Executors, Administrators and Assigns for and during all the rest and residue of the said Term now to come and unexpired, in as full and ample manner, to all intents and purposes as they the said G. O. and J. L. or either of them may or might hold or enjoy the same, by vertue of the said recited Indenture of Lease or otherwise howsoever. And the said G. O. for himself, his, (&c.) doth Covenant, Promise and Grant to and with the said T. K. his, (&c.) that he the said T. K. his Executors and Assigns shall and may ^{A Covenant to enjoy the remainder of the Term.} at all times during the said Term or the Term.

Covenant
to enjoy a-
gainst the
Mortgagee.

residue of the said Term and number of years now to come and unexpired, quietly and peaceably hold, occupy, possess and enjoy all and every the said parcels of Land, Pasture and Wood-ground with their appurtenances without any the Let, Suit, Trouble, Expulsion or Eviction of him the said G.O. his Executors and Assigns, and of all and every other Person and Persons whatsoever lawfully Claiming or to Claim by from or under him the said G. O. any Estate or Title, and that absolutely freed and discharged from all Charges and Incumbrances whatsoever done and suffered by him the said G. O. or by his means Act or procurement. And the said J. L. for himself, his, (&c.) doth Covenant, (&c.) that he the said T. K. his, (&c.) shall and may quietly and peaceably Have, Hold, Possess and Enjoy all and every the said Lands and Premises with their appurtenances, without the Let, Suit, Trouble, Disturbances, Molestation, Interruption or Eviction of him the said J. L. his Heirs, Executors and Assigns, and of all and every other Person and Persons whatsoever lawfully Claiming by, from or under him the said J. L. his Estate or Title, and that absolutely freed and discharged from all Fines, Issues, Amerciaments,

ments, Forfeitures and all & all manner of Charges and Incumbrances whatsoever, made, done or suffered by him the said J. L. or by his Act, means, neglect or procurement, the aforesaid recited Indenture of Lease made to the said G. O. only excepted, &c. In Witness, &c.

*An Assignment of a Bond by way of
a Collateral Security.*

K Now all Men by these Presents, that whereas A. W. of, (&c.) Gent. and W. M. of, (&c.) Gent. by their Obligation dated the day of, (&c.) stand Joynly and Severally bounden unto me N. D. of, (&c.) Gent. in the penal Sum of One hundred pounds of good and lawful Money of England, with Condition there under written for payment of Fifty pounds, of like good and lawful Money on the, (&c.) next ensuing the date of the said Obligation, as by the same it doth and may appear. Now I the said N. D. for the better Security of the like Debt, for which I have given Bond unto P. W. of, (&c.) Yeom. and for other good Causes and Considerations me hereunto moving, do by these Presents make
Con.

Of Assignments, &c.

Constitute. Ordain, and in my stead and place put and authorize the said *P. W.* my true and lawful Deputy and Attorney, irrevocable for me and in my Name, but to the sole use and behoof of my said Attorney, his Executors, Administrators and Assigns, to ask, demand, receive and take of them, the said *A. W.* and *W. W.* or their or either of their Heirs Executors, or Administrators, &c. the said Sum of Fifty pounds, and for non payment thereof, them all, or any of them to Sue, Arrest, Imprison, &c. [as before in that of several Bonds.] Provided nevertheless, that if I the said *N. D.* my Heirs, Executors and Administrators, or any of us shall well and truly pay unto the said *P. W.* his Executors, Administrators or Assigns, the Sum of Fifty pounds of good and lawful Money of *England* on, (&c.) according to the Condition of the Obligation to him for that purpose given, Then these Presents to be utterly void and of none effect, any thing herein contained to the contrary thereof notwithstanding. In Witness, &c.

An Assignment of a Lease by Indorsment.

M*emorandum*, That I the within named E. R. toward satisfaction of 50*l.* by me now due and owing unto L. N. *Gent.* have granted, assigned and set over, and do hereby grant, assign and set over unto the said L. N. his Executors, Administrators and Assigns as well this present Indenture of Lease, and all the Messuage or Tenements and Hereditaments within mentioned to be demised, as also all my Estate, Right, Title and Interest of and into the same either by force vertue or means of this present Indenture, or otherwise howsoever. In Witness, &c.

A Deed Poll for saving harmless of Trustees for joyning in a Conveyance.

TO all Christian People to whom these Presents shall come, Sr. J. S. of, &c. sendeth greeting, Whereas R. F. of, &c. hath at my request by his
Deed

A Deed Boll.

Deed Indented bearing even Date with these Presents, and made between the said Sr. J. S. &c. [naming the Parties to the Deed] Covenanted to Convey by Fine several Lands and Tenements in the said Deed mentioned, to such Persons and to such Uses as is therein expressed. Now know ye that the said Sr. J. S. for and in Consideration of the Premisses, doth for himself, his Heirs, Executors and Administrators hereby Covenant, Grant and Agree to and with the said R. F. his Executors and Administrators, from time to time and at all times hereafter, to defend, save harmless and keep undemnified him the said R. F. his, &c. off and from all and all manner of Actions, Suits, Troubles, Damages and Costs that shall at any time or times hereafter happen or be brought or prosecuted against him the said R. F. his, &c. in any Court or Courts of Law or Equity, or elsewhere, or otherwise howsoever, for or by reason of him the said R. F. his Sealing and Executing the said Deed, or making or joyning in any Fine or Conveyance in pursuance of any Covenant or Agreement in the said Deed contained or expressed, and for the true performance of the Covenants herein contained, the said Sr. J. S. doth hereby bind himself, his Heirs, Executors

Executors and Administrators to the
said R. F. his Executors, Administra-
tors and Assigns in the Sum of 500 l.
In Witness, &c.

Disposition of Money by Deed.

*A Deed whereby the Husband Au-
thorizeth his Wife to take and dis-
pose of out of his Estate a certain
Sum of Money, And to make her
Will and give Legacies as if she
were Sole.*

Considera-
tion, Love
and Affe

This Indenture, made the
day of &c. Between A. of
the one part, and B. and C. of the o-
ther part. Witnesseth that the said A. Agreement
for and in Consideration of his Love before Mar-
and Affection to L. his now Wife, riage with
and in pursuance of a former Agree- the Gran-
ment made before Marriage of him the tors Wife,
said A. with the said L. and in Consi- and for that
deration that she the said C. by her care she by her
and industry hath gotten great part of industry care and
his the said A's. Estate, and for divers hath got-
other Causes and Considerations him ten a great
moving, part of his
Estate.

moving, Hath Covenanted, Promised, granted, condescended and fully agreed, and by these Presents for himself, his Executors and Administrators doth Covenant, promise, grant, condescend and fully agree to and with the said B. and C. and either of them, their Executors, Administrators and Assigns, in manner and form following, That is to

That these Presents are not designed any bar of the Wife's part which she may Claim by the Custom of the City of London.

say, that he the said A. hath not at any time heretofore done or suffered, nor shall at any time hereafter do or suffer or consent to any Act or Thing, neither shall any thing herein contained or otherwise be to the intent to hinder or defeat the said L. his now Wife of such part and portion, of his Goods, Chattels, Debts and Estate, as by the Law and Custom of the City of London, or otherwise, should might or ought to have been due, incident or belonging to her as Wife to, or Widow of the said A. in case she should survive him the said A. And further that he the said A. shall and will at any time or times hereafter during the Coverture between the said L. and the said A. permit and suffer the said L. or any other Person or Persons whom she shall nominate & appoint by Writing under Hand and Seal, attested by Two or more credible Witnesses, or otherwise to take out, receive, have and dispose of, out of the

That the Wife may dispose of 900 l. during the Coverture, out of her Husband's Stock.

Trade

Trade, Stock, Moneys, Debrs and Estates of him the said *A.* any Sum or Sums of Money in the whole not exceeding the Sum of 900 *l.* to such Use or Uses, intents and purposes as she the said *L.* shall at any time or times by Writing under Hand and Seal or otherwise direct and appoint, that without the let, hindrance or disturbance of or by the said *A.* or any other by his means, direction, privity or procurement. And also shall and will permit and suffer her the said *L.* to make and declare her last Will and Testament, and thereby or by any other Writing by her Signed and Sealed in the presence of Two or more creditable Witnesses, or otherwise as she shall think fit, to give, bequeath, assign or appoint to any of her Children or Relations, or any other Person or Persons any Sum or Sums of Money not exceeding the said 900 *l.* as aforesaid. And if he the said *A.* do overlive the said *L.* his now Wife. that then he the said *A.* his Executors or Administrators shall and will within convenient time next after reasonable request in that behalf to be made by any of the Persons to whom the said *L.* shall give or bequeath the said 900 *l.* or any part thereof as aforesaid, observe, perform and execute her said last Will and Testament, gift, request, assignment

To permit
her to
make a
Will, and
thereby to
dispose
thereof.

Disposition of Money, &c.

signment or appointment to any Sum or Sums of Money, the value not exceeding the said Sum of 900 *l.* as aforesaid, and pay and satisfy the same according to the true intent and meaning of the said Will or Writing or Writings, and these Presents. And the said *A.* doth hereby declare and agree, consent and allow that such Will or Writing or Writings, Gifts and Disposals to be made in manner as aforesaid by her the said *L.* shall be deemed, adjudged and taken, and the same is and are hereby declared to be as good and effectual in Law and Equity as if she were Sole and unmarried at the making of any such Disposals. And that all and every such Sum and Sums of Money not exceeding the said Sum of 900 *l.* as aforesaid, so disposed of, given or bequeathed by Will or Writing by the said *L.* or otherwise as aforesaid, shall be peaceably and quietly had, received and enjoyed by such Person or Persons to whom the said *L.* shall so dispose of, give or bequeath the same from time to time without any the let, hindrance, Suit, trouble or molestation of the said *A.* his Executors or Administrators, or by any other Person by his or their Consent, privity, direction or procurement. And further, it is hereby agreed by the said Parties to these Presents, and the

The Legacies by her given to be quietly enjoyed.

true

true intent and meaning of the Parties hereunto is, and is hereby declared to be, that if the said *L.* shall happen to survive the said *A.* her now Husband, ^{If she survive her H.} that then and in such Case, from and the 900 l immediately after the death of the said *A.* the said 900 l. and every part thereof shall be and shall be accounted for to be, and is hereby declared to be the proper Moneys of the said *L.* and not ^{not to be reckoned as any part of the Estate of her Husband,} to be cast into the Inventory or accounted any part of the Estate of the said *A.* But shall and may be received, enjoyed and taken by her the said *L.* her Executors and Administrators, for, and as her and their own proper Moneys, and shall and may be employed and taken and absolutely disposed of to such Person or Persons to and for such Use and Uses, intents and purposes, and in such manner & form as the said *L.* shall at any time or times after the decease of the said *A.* during her Life think good to limit and appoint, give, order, devise or dispose of the same, or any part or parts of the same in any wise howsoever. And Lastly, in Case the said *L.* shall survive the said *A.* as aforesaid, and shall not make any disposition of the said 900 l. in her Life time, that then the same Moneys or so much thereof as shall not be disposed of by her the said *L.* in her Life time, shall and may

P

be

A Disposition of Will, &c.

be had and taken by the Executors or Administrators of the said L. any thing herein before or elsewhere contained to the contrary thereof, notwithstanding. In Witness, &c.

A Disposition or Will by the Wife, pursuant to a former Power.

IN the Name of God, *Amen.* I E. N. Wife of, &c. by vertue of a Power and Authority to me for that purpose reserved, had and given by certain Agreements and Writings or otherwise (before our Intermarriage made between us,) do make and ordain this my last Will and Testament, and Declaration, Disposall and Appointment of my Estate, Goods, Plate, Jewels, and Things herein after mentioned or in any ways belonging unto me to dispose of, in manner and form following. Whereas by the said Agreement and Writings or otherwise I have Power to dispose of, apply, give away, limit or appoint as well of the proceed and profit of all and every my Plantations, &c. as also of all and singular my Jewels, &c. in some Schedule or Inventory annexed to the said Agreements or Writings,

A Disposition of Will, &c.

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things or some or one of them, or otherwise mentioned, to such Person and Persons, and to such Uses, Ends, Interests and Purposes as I shall think fit. Now I the said E. N. do hereby will, order, direct and appoint, that as well the proceed of, &c. as also all and singular my said Jewels, &c. and all and every other thing and things whatsoever in my power to dispose of by virtue of any such Writing or Writings, Agreement or Agreements, shall forthwith after my decease be sold and disposed of for the best and most advantage that can be gotten, and the Money thereof arising and to be made by such Sale, I will, give, bequeath, order, direct and appoint to the several and respective Person and Persons, and by such Sum and Sums and portions as is and are hereafter mentioned, that is to say, I will and give unto the Sum of 300 l. of lawful *English* Money. To more thereof, 300 l. of like Money, &c. To my Trustees in the said Writings, viz. Mr. apiece. And the rest and residue thereof after the aforesaid Legacies or Sums of Money first paid and deducted, but not before, I will and give to the said Mr. N. my Husband, and I do desire, direct, order and appoint my said Trustees before mentioned to sell

P 2 and

A Disposition of Will, &c.

and dispose of the said proceed, &c. to the end, &c. and I do hereby intreat the said Mr. N. my Husband to see the same done and performed accordingly——And I make my said Trustees, Joynt Executors of this my Will for the purpose aforesaid. In Witness whereof, I the said E. N. have hereunto set my Hand and Seal, &c.

E. N.

*Signed, Sealed and Delivered,
published and declared by the
said E. N. and as for her last
Will, Disposal and Appoint-
ment of her Estate in her pow-
er to dispose of.*

A. B

E. B.

H. W.

Ecclesiastical

Ecclesiastical Instru- ments.

*Letters Testimonials of a Minister's
good living, &c.*

NOS quorum nomina subscripta sunt, no-
tum facimus omnibus & singulis
quorum interest & per presentes Attesta-
mur A. B. Clericum in Artibus Baccau-
laureum in Studiis Theologicis progressus
fecisse laudabiles, & ad prædicandum Verbum
Dei idoneum esse, Nihilq; tenuisse aut tenere,
nisi quod Orthodoxum, & Doctrinæ Eccle-
siæ Anglicanæ consentaneum sit, vitam
quoque & mores pie & sobrie instituisse,
In cujus Rei testimonium nomina nostra
subscripsimus, Dat. primo die Septembris,
Anno Regni Domini nostri Willielmi Tertii
Dei gratia Angliæ, Scotia, Franciæ &
Hiberniæ Regis, Fidei Defensoris, &c.
duodecimo decimo Annoq; Domini, 1700.

An Admission of a Nobleman's
Chaplain.

OMnibus Christi fidelibus ad quos hoc præsens Scriptum pervenerit præhonorabilis R. H. Comes W. Baro de S. & Nobilissimi Ordinis Garterii Miles, Salutem in Domino. Noveritis me præfat' Comitem W. recepisse & admissse Dilectum mihi in Christo N. T. Clericum ob ejus Vitæ & Morum integritatem, sanamq; Doctrinam aliarumq; virtutum meritas, quibus eum Deus optimus maximus insignivit, ut Capellanium meum Domesticum & familiarem Ipsumq; N. in numerum Capellanorum meorum domesticorum, ad effectualiter Consequendum omnia & singula privilegia gratias, libertates & provenientias Capellanorum Episcoporum, Procerum & Baronum hujus Regni Angliæ per Statutum Parliamenti ejusdem Regni indulg' & concess' aggregasse, quocirca hoc Universitati Vestra attestatum & declaratum esse volumus per præsentis. In cujus rei Testimonium Sigillum meum ad arma præsentibus apposui Dat. &c.

An Advowson of a Benefice granted
by a Knight.

OMnibus Christi fidelibus ad quos præ-
sens Script^o pervenerit, A. B. Miles,
(vel Armiger) verus & indubitatus Patro-
nus Rectoriæ Ecclesiæ Parochialis de W.
Eborum Dioces. salutem in Domino sem-
piternam. Noveritis me præfat^o A. dedisse,
concessisse & hoc præsentî Scripto meo con-
firmasse dilect^o mibi C. D. Gen^o Executo-
ribus & Assignatis suis primam & pro-
ximam Advocationem, Donationem, No-
minationem, Præsentationem liberamq; dis-
positionem prædict^æ Rectoriæ Ecclesiæ Pa-
roch^æ de W. volens, & hoc præsentî Scripto
meo concedens qd' bene liceat & licebit dict^æ
C. Executoribus & Assignatis suis ad
prædict^æ Ecclesiam quandocunq; quomodo-
cunq; & qualitercunque per mortem, resig-
nationem, privationem, cessionem, permu-
tationem, dimissionem siue quocunque alio
modo primo & proxim^o vacare contigerit
unum aliquem Virum honestum & literat^o
præsentare cæteraque omnia quæ ad Pa-
troni munus seu Officium spectant perficere
pro hujusmodi prima proximaq; vacatione
tantum adeo plane & integre sicuti egomet
ea in parte facerem, si hoc præsens Scrip-
tum meum fact^o minime fuisset. In cujus rei
Testimonium huic præsentî Scripto meo sigil-
lum meum ad Arma apposui Dat. &c.

The like in English.

TO all Christian People to whom this present Writing shall come, *A. B.* Knight (or Esq;) true and undoubted Patron of the Parish Church of *W.* in the Diocess of *X.* sendeth greeting, in our Lord God everlasting. Know ye, me the foresaid *A.* to have Given, Granted, and by this my present Writing Confirmed to my well beloved *C. D.* Gent. his Executors and Assigns the First and next Advowson, Donation, Nomination, Presentation and free Disposition of the Rectory or Parsonage of the aforesaid Parish Church of *W.* willing, and by this my present Writing granting, that it may be lawful, and shall be lawful to the said *C. D.* his Executors and Assigns to the aforesaid Parish Church whensoever, howsoever and by whatsoever means, by Death, Resignation, Privation, Cession, Permutation, Dimission or by whatsoever other manner First and next it shall happen to be void, any one honest Man and being Learned or Lectured, to Present, and all other things which unto the Gift or Office of a Patron belongeth to fulfil for such First and next Vacation or Avoidance, only as fully and wholly as I my self in that behalf might

might do if this my present Writing had not been made. In Witness hereof to this my present Writing, I have set my Seal at Arms, Dated, &c.

A Presentation made by a Knight
or Gentleman.

REverendo in Christo Patri ac Dno^o
Domino P. permissione Divina L. Episcopo vestro Vicario in Spiritual' General' aut al' cuicunque hanc meam præsentationem admittendi potestatem habenti vel scituro, A. B. Miles, verus & indubitatus Patronus Rectoriæ Ecclesiæ Parochialis de N. in Com. L. salutem in Domino sempiternam. Ad Ecclesiam de N. prædict' vestra Diocess. modo per mortem C. D. ultimi Incumbentis ibidem Vacant' & ad meam Præsentationem pleno jure spectant' dilectum mihi in Christo E. F. Clericum vestra Paternitati Præsentò, humiliter rogans quatenus præfatum E. ad dictam Ecclesiam admittere, ipsumq; in Rectoria ejusdem Ecclesiæ Institure & Induci facere cum suis juribus & pertinen' universis, cæteraq; peragere & addimplere quæ vestro in hac parte Incumbent' Officio pastoralis dignemini cum favore. In cujus rei Testimon' sigillum meum apposui Dat. &c.

The

The like in English.

TO the Reverend Father in Christ,
P. by the Divine permission Lord
Bishop of L. or to your Vicar General
in Spiritual matters, or to such other as
hath or shall have power to admit this
my Presentation, I A. B. Knight, true
and undoubted Patron of the Rectory
or Parsonage of the Parish Church of
N. send greeting in our Lord God
everlasting. To the Church of N. a-
foresaid of your Diocese now by death
of C. D. last Incumbent there being
void, and to my Presentation of full
right belonging, I do Present my wel-
beloved E. F. Clerk to your Father-
hood, humbly praying that ye will
vouchsafe the aforesaid E. to the said
Church to admit, and him into the
Rectory or Rule of the same Church to
Institute and cause to be Inducted with
all and singular his Rights and Appur-
tenances, and that you would favoura-
bly vouchsafe all other things to do and
fulfil which unto your pastoral Office
in this behalf do appertain. In Wit-
ness whereof, I have to these Presents
put my Seal, Dated, &c.

Note

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 Note, by the words *ad Ecclesiam Parochialem*, is intended a Parsonage, or by the words *ad Rectoriā Ecclesiæ Parochialis*.

But in a Presentation to a Vicarage, the words are *ad Vicariam* and not *Ecclesiam*. Also the Vicarage of Common Right belongeth to the Parson, for the Vicar in Effect is but the Parson's Deputy. Yet the Parson with assent of the Patron and Ordinary may Grant away the Patronage thereof to another and his Heirs and Successors. As for Chantries, free Chappels and Prebends Donative, the Parson needeth not to be Presented to the Ordinary, but the same may be Conferred on him by Grant; but if you once Present, you change the nature of the thing from a Donation to a Presentation, and cannot again give it by Donation.

The Gift of a free Chappel.

U Niversis Christi fidelibus ad quos præsentes literæ pervenerint A.B. Armiger Dominus Manerii de C. Cantuariensis Dioces. salutem & sinceram in Domino Charitatem Cum Capella libera de D. dictæ Dioces.

Diocef. jam vacare & ad meam Donationem pleno jure spectare dignoscitur Noveritis me prædict' Capellam cum omnibus suis juribus & pertinent' universis dilecto mihi in Christo E. F. Clerico viro tam probo quam literato donasse & concessisse ac tenore Præsentium ipsam E. in corporalem possessionem dictæ Capellæ cum pertinen' inducere. In cujus rei Testimonium Sigillum meum Præsentibus apposui Dat. &c.

A Presentation to a Parsonage, occasioned by a Permutation or Exchange between Two Rectors.

Reverendo in Christo Patri J. permissione Divina Lincolnienſi Episcopo, (&c.) vester humilis & devot' Filius A. B. Miles obedientiam & honorem tanto Patri debitam, Dilecti nobis in Christo L. R. Rector Ecclesiæ de N. & R. S. Clericus Rector Ecclesiæ Parochialis de D. vestr' Diocef. intendunt (ut asserunt) Beneficia sua certis & legitimis ex causis ipsos ad hoc moventibus adinvicem permutare egoq; permutationi hujusmodi fiendæ meum præbens assensum pariter & consensum præfatum R. S. ad dictam Ecclesiam de N. per modum & ex causa permutationis prædict' vacanti & ad meam præsent' spectanti vestræ Paternitati

Reve-

Reverende præsento, intuitu charitatis humiliter Supplicans quatenus ipsum R. ad dictam Ecclesiam Parochialem de N. ex causa permutationis prædictæ admittere & instituere in eadem cæteraq; omnia & singula quæ vestro in hac parte pastoralis Officio incumbere dignoscuntur, eidem R. facere & peragere dignemini cum favore, In cuius rei, &c.

A Presentation made by a Tutor or Guardian during the Minority of a Patron.

Reverendo in Christo Patri ac Domino Domino J. permissione Divina L. Episcopo, vestrove Vicario in Spiritualibus Generali, aut alii cuicunque hanc Præsentationem admittendi Potestatem habenti vel habituro Ego A. B. de, &c. Mil. Gardianus & Tutor C. F. Arm' minoris Filii naturalis & legitime, ac hæredis Domini D. F. defuncti, vigore Testamenti & ultimæ Voluntatis ipsius Domini D. F. durante minori ætate dicti C. F. legitime constitutus ac ratione dictæ Curationis (durante minori ætate dicti Minoris) verus & indubitatus (pro hac vice jure, & nomine dicti Minoris) Patronus Rectoriæ & Ecclesiæ Parochialis de B. Dioecesis L. omnimodam Reverentiam

Ecclesiastical Instruments.

*rentiam debitam cum honore ad Rectoriam
& Ecclesiam Parochialem de G. prædict^o
modo per mortem Naturalem E. F. Clerici
ultimi Rectoris & Incumbentis ibidem va-
can^t & ad meum præsentationem (ut præ-
fatur) pro hac vice spectantum, Dilectum
mibi in Christo L. M. Clericum, in Artibus
Magistrum, vobis per præsentem jure &
nomine dicti minoris præsentio humiliter
rogans quatenus eundem L. per me præ-
sentatum ad & in Rectoriam & Ecclesiam
Parochialem de G. prædict^o admittere Ip-
sumque Rectorem ejusdem Ecclesiæ cum
suis Juribus membris & pertinentiis uni-
versis legitime & Canonice Instituire, in-
vestire & induci causare, ceteraque facere
peragere & adimplere qua vestro in hac
parte incumbunt Officio Pastoralis, gratiose
dignemini cum favore, In cujus Rei Te-
stimonium, &c.*

 *Note, That sometimes One Man
hath the Nomination to a Benefice,
and another the Presentation; In
which Case he that hath the Presen-
tation, can Present no other Person to
the Ordinary, but such as the other
shall by his sufficient Writing under
Seal nominate and appoint.*

Disclaimer.

A Declaration by the Grantee in a Deed, That his Name was only used in Trust for the Grantor, and that he will upon request Reconvey, &c.

TO all to whom these Presents shall come, I *A. B.* of, &c. send greeting. Whereas *C. D.* of, &c. lately Purchased of *E. F.* of, &c. All that Messuage or Tenement with the appurtenances, situate in, &c. [here name all the particulars as they are in the Deed of Purchase] Which said Messuage and Premises were (by the Direction and Appointment of the said *C. D.*) Conveyed, Granted and assured by Indenture bearing Date, &c. unto me the said *A. B.* and my Heirs, as by the same Indenture, relation being thereunto had, may more plainly appear. Which said Conveyance and Assurance of the said Messuage and Premises so made unto me, was only meant and intended to be in Trust, to, and for the use, benefit and behoof of the said *C. D.* and his Heirs. Now know ye,
That

Declaration.

That I the said *A. B.* do hereby Acknowledge and Declare, That I am only Nominated Party in the said Deed of Bargain and Sale, by and on the behalf of the said *C. D.* and that I am intrusted only therein and thereby for him the said *C. D.* and his Heirs; Disclaiming all Right, Title and Interest in, or unto the aforesaid Messuage and Premisses, or any part thereof, by the said Conveyance so made unto me, or otherwise, to my own use and behoof, but only to and for the sole use, benefit and behoof of the said *C. D.* and his Heirs. And I the said *A. B.* do hereby for me and my Heirs Covenant, Promise, and Agree to and with the said *C. D.* and his Heirs, That I the said *A. B.* and my Heirs shall and will from time to time, and at all times hereafter upon reasonable request, and at the proper Costs and Charges in the Law of the said *C. D.* and his Heirs, by good Conveyance and Assurance in the Law, Reconvey and Assure the said Messuage, and Premisses with the Appurtenances unto the said *C. D.* and his Heirs, or unto such other Person or Persons, as he shall Nominate, Direct and Appoint. In Witness, &c.

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The like Declaration by an Obligee in a Bond, or Conusee in a Recognisance, with a Letter of Attorney to impower Cestuy que Trust to receive the Money, and a Covenant not to release.

TO all to whom these Presents shall come, I *A. B.* of, &c. send greeting. Whereas *C. D.* of, &c. standeth bound unto me the said *A. B.* in one Obligation, or Writing obligatory [or in one Recognisance] in the Sum of 100 *l.* of lawful Money of England, conditioned [if it be a Bond, or defeased if it be a Recognisance or Statute] for the payment of 50 *l.* with Interest, according to the Statute, at or upon the Tenth day of *May* next ensuing the Date of the said recited Obligation [or Recognisance] as by the same recited Obligation [or Recognisance] relation being thereunto had, may more fully appear. *Now know ye*, That I the said *A. B.* do hereby acknowledge and declare, that the said Obligation [or Recognisance] was so taken in my Name, [or, was so entred into unto me] only upon Trust, for the sole proper Use, Benefit and Behoof of *E. F.* of *G.* in
Q
the

Declaration of a Trust, &c.

the County of Cambridge, Esq; his Executors and Administrators; and that the said Sum of Fifty Pounds so secured by the same Obligation [or Recognisance] were the proper Monies of him the said E. F. And further, I the said A. B. for the Considerations aforesaid, do, by these Presents, make, constitute and appoint the said E. F. my true and lawful Attorney for me, and in my Name, but to his own Use, to ask, demand and receive of him the said C. D. the Sum of Fifty Pounds with all lawful Interest now due, or which hereafter shall, or may become due for the same, giving, and by these Presents granting unto my said Attorney my whole and full Power and Authority in the Premises, to sue, arrest, implead, imprison and condemn the said C. D. his Executors and Administrators for me, and in my Name, in any Court of Law or Equity; and the said C. D. his Executors and Administrators out of Prison again to deliver, and upon Receipt of the said Sum of Fifty Pounds with Interest, or any part thereof, one or more lawful Acquittances, or Discharges for me, and in my Name to seal and deliver, as also one or more Attornies under him to substitute and appoint, and at his Pleasure to revoke; and further to do, execute and perform

perform all and every such Act and Acts which shall, or may be necessary touching or concerning the Premises, as fully and wholly as I my self in my own Person might or could do in or about the same ; ratifying, allowing and confirming whatsoever my said Attorney shall so do, or cause to be done in the Premises, by these Presents. And lastly, I the said *A. B.* do hereby for me, my Executors and Administrators covenant, promise and agree to and with the said *E. F.* his Executors and Administrators, That I the said *A. B.* have not hitherto, nor shall, or will hereafter do, or cause to be done any Act or Thing whatsoever to release, discharge, make void, or revoke the said recited Obligation [or Recognisance] and Sum of Fifty Pounds with Interest therein mentioned, or the Power or Authority hereby given by me the said *A. B.* unto the said *E. F.* as my Attorney, to receive the same ; but shall and will avow and justifie all and every such lawful Act and Acts, Thing and Things whatsoever, which he the said *E. F.* or any other Person or Persons by his Command, Direction or Appointment shall do, or cause to be done in or about the Premises, or any part thereof. *In witness, &c.*

A Disclaimer or Renunciation of an Executorship, with Power given to a Proctor to act therein accordingly, before any competent Judge of the Ecclesiastical Courts.

BE it known unto all Men by these Presents, That we F. F. and G. F. Executors of the last Will and Testament of T. F. Gent. deceased, do, for divers good Causes and Considerations us and either of us especially moving, freely, fully and absolutely refuse to take upon us the Execution of the said Will and the Office of Executorship thereupon, and the same to all Intents and Purposes of Law do fully and absolutely renounce. And to the intent that our Renunciation may take effect, we and either of us do joyntly and severally constitute, ordain, nominate and appoint Mr. E. T. our lawful Procurator for us, and in our Names to appear before any competent Judge in this behalf, and for us, and in our Names joyntly and severally to renounce the Executorship of the Will aforesaid; and to do all and every Act and Acts, Thing and Things, in and about our said Renunciation, and the Administration thereof, which we the said F. and G.

G. may or might do in our own persons if we were personally present. And we do promise to ratifie and allow whatsoever our said Procurator shall do in the Premises, in as full and ample manner as if we did the same in our own Persons. In witness whereof, &c.

*A Deed of Gift of all the Donors
Personal Estate unto his youngest
Daughter.*

TO all, &c. I *A. B.* of, &c. send greeting. *Know ye*, That I the said *A. B.* for, and in Consideration of the natural Love and Affection which I have, and do bear unto *E. B.* my youngest Daughter, *Have* given, granted and confirmed, and by these Presents do give, grant and confirm unto the said *E. B.* all and singular my Goods, Chattels, Utensils, Implements, Householdstuff, Wares, Plate, Jewels, ready Money, Leases and personal Estate whatsoever, in whose Hands, Custody, or Possession soever they be within the Kingdom of *England*, To have, hold, use, dispose of, possess and enjoy the same unto the said *E. B.* her Executors, Administrators and Assigns from henceforth for ever, without any manner of Claim, Challenge or Demand

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Deed of Gift, &c.

whatsoever, by any Person or Persons whomsoever. And I the said *A. B.* all and singular the said Premises unto the said *E. B.* her Executors, Administrators and Assigns, against all Men, shall and will for ever warrant and defend by these Presents. Of all and every which said Goods, Chattels, Utensils, Implements, Household-stuff, Wares, Plate, Jewels, ready Money, Leases and personal Estate, I the said *A. B.* have put the said *E. B.* into the full and peaceable Possession by the Delivery of one Silver Tankard fill'd with Half-Crowns, unto the said *E. B.* on the day of the Date of these Presents, in the Name of Possession of all and singular the said Premises. In witness, &c.

Sealed and delivered, and quiet Possession given, and delivered by the said Silver Tankard fill'd with Half-Crowns, parcel of the Premises, according to the Purport, true Intent and Meaning of these Presents, in the Presence of

John Hobson,
Rich. Dobson.

*A Defeasance of a Judgment, with
Release of Errors.*

This Indenture made, &c. Between
I. S. of, &c. of the one Part, and
T. T. of, &c. of the other Part, Witnes-
seth, That whereas the said I. S. hath
this present *Easter-Term* obtained Judg-
ment against the said T. T. in the Court
of Kings-Bench at *Westminster*, for Fifty
Pounds Debt, besides Costs of Suit, as
by the Records of the same Court doth
more fully appear. Nevertheless, it is
agreed between the said Parties, and
the said I. S. is contented to respit Exe-
cution upon the said Judgment, and
doth by these Presents for himself, his
Executors and Administrators cove-
nant, promise and grant to and with
the said T. T. his Heirs, Executors and
Administrators, That if the said T.
T. his Heirs, Executors, Administra-
tors or Assigns, or any of them do, and
shall well and truly pay, or cause to
be paid unto the said I. S. his Executors,
Administrators or Assigns the Sum of
Fifty three Pounds of lawful Money of
England at or upon the ——— day of,
&c. That then the said I. S. his Exe-
cutors, Administrators and Assigns shall
and will upon reasonable Request, and

A Defeasance of a Judgment, &c.

at the Costs and Charges of the said T. T. his Executors or Administrators acknowledge, or cause to be acknowledged Satisfaction upon Record, of and for the said Judgment, and the Debt and Damages thereby recovered; and shall not, nor will take out, or prosecute, or cause to be taken out, or prosecuted any Writ of *Capias ad satisfaciendum*, *Fieri facias*, *Elegit*, or any other Execution or Executions whatsoever upon the said Judgment against the Body of the said T. T. or of his Heirs, Executors or Administrators, or any of them, or against his or their Goods and Chattels, Lands or Tenements whatsoever, or wheresoever. And the said T. T. hath remised, released, and for ever quit-claimed; and by these Presents doth for himself, his Executors and Administrators remise, release, and for ever quit-claim unto the said I. S. his Executors, Administrators and Assigns, all and all manner of Error and Errors, Cause and Causes of Error, Jeofails, Misentries, Non entries, Misprision of Clerkship, Suits, Actions and Demands whatsoever, for or by means or occasion of the said Judgment, or of any Entries or Proceedings thereupon, or relating thereunto. **In Witness, &c.**

*An Exchange of Lands by Feoffment,
with Livery and Seisin thereupon
endorsed.*

This Indenture made, &c. between *H. L.* of, &c. Gent. of the one Part, and *I. M.* of, &c. Yeoman of the other Part, **Witnesseth**, That the said *H. L.* for the Consideration hereafter mentioned, hath granted, bargained, sold, enfeoffed, released and confirmed, and by these Presents doth for himself and his Heirs fully, clearly and absolutely grant, bargain, sell, enfeoff, release and confirm unto the said *I. M.* his Heirs and Assigns all that Close of Pasture, with the Appurtenances, containing by Estimation Twelve Acres, situate, &c. And the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Interest, Title, Claim and Property of him the said *H. L.* of, in, and unto the said Close of Pasture, with the Appurtenances, and every part and Parcel thereof, **To Have and to Hold** the said Close of Pasture with the Appurtenances, and every Part and Parcel thereof unto the said *I. M.* his Heirs and Assigns, unto the only proper Use and Behoof of the said *I. M.* his Heirs
and

and Assigns for ever, and to no other Use, Intent, Trust or Purpose whatsoever; To be holden of the Chief Lord or Lords of the Fee or Fees of the Premises, by the Rents and Services therefore due, and of Right accustomed. **And** the said *I. M.* in Consideration thereof, **hath** granted, bargained, sold, enfeoffed, released and confirmed, and by these Presents doth grant, bargain, sell, enfeoff, release and confirm unto the said *H. L.* his Heirs and Assigns, All those Twenty Acres by Estimation of arable Land, with the Appurtenances, situate, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Interest, Title, Claim and Property of him the said *I. M.* of, in and unto the said Twenty Acres of arable Land, with the Appurtenances, and every part and parcel thereof, **To Have and to Hold** the said Twenty Acres of arable Land, with the Appurtenances and every part and parcel thereof, unto the said *H. L.* his Heirs and Assigns, unto the only proper Use and Behoof of the said *H. L.* his Heirs and Assigns for ever, and to no other Use, Intent, Trust or Purpose whatsoever, To be holden of the Chief Lord or Lords of the Fee or Fees of the Premises, by the Rents and Services and

therefore due, and of Right accustomed. And the said *H. L.* for himself and his Heirs doth covenant and grant to and with the said *I. M.* his Heirs and Assigns by these Presents, That he the said *H. L.* notwithstanding any Act by him done to the contrary, now is, and standeth lawfully and rightfully seised in his Demesne as of Fee, of and in the said Close of Pasture with the Appurtenances, of a good, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Condition, Limitation or Power of Revocation to alter, change or make void the same; And that he the said *H. L.* hath good Right, full Power, and lawful Authority to grant, sell, enfeoff, release and confirm the said Close of Pasture, with the Appurtenances unto the said *I. M.* his Heirs and Assigns, according to the true Intent and Meaning of these presents. And the said *I. M.* for himself and his Heirs doth covenant and grant to and with the said *H. L.* his Heirs and Assigns by these presents, That he the said *I. M.* notwithstanding any Act by him done to the contrary, now is, and standeth lawfully and rightfully seised in his Demesne as of Fee, of and in the said Twenty Acres of arable Land with the Appurtenances, of a good, perfect, absolute and indefeasible Estate

Estate of Inheritance in Fee-simple, without any Condition, Limitation, or Power of Revocation to alter, change or make void the same; And that he the said I. M. hath good Right, full Power, and lawful Authority to grant, bargain, sell, enfeoff, release and confirm the said Twenty Acres of arable Land, with the Appurtenances, unto the said H. L. his Heirs and Assigns, according to the true intent and meaning of these Presents. **Provided always,** That it is the true intent and meaning of these Presents, and of the Parties thereunto, That if either of the said Parties shall happen at any time hereafter to be lawfully evicted of either of the said Estates for or by reason or means of any former Grant, Bargain, Sale, Mortgage, Jointure, Dower, Settlement, Conveyance, Assurance, Title or Incumbrance whatsoever, That then this present Deed of Feoffment and Exchange, and every Covenant, Clause, Matter and Thing therein contained shall cease, determine and be utterly void and of no effect to all intents, purposes and Constructions, as though the same had never been had or made; And that then it shall and may be lawful to and for the other of the said Parties his Heirs and Assigns to re-enter into the Premises, so by him exchanged, and the same to have again

A Note of Livery and Seisin.

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gain, repossess and enjoy as in his and their former Estate and Right, any thing in these Presents contained to the contrary in any wise notwithstanding. In witness, &c.

A Note of the Livery and Seisin to be endorsed upon the said Deed of Feoffment and Exchange.

MEmorandum, That quiet and peaceable Possession and Seisin of the Close of Pasture within mentioned to be granted, was given and delivered by the within named *H. L.* unto the within mentioned *I. M.* To hold to him, his Heirs and Assigns for ever, according to the Tenor, Purport, Form and Effect of the Deed of Feoffment within written, in the presence of us,

Jo. Long.

Ri. Strong.

Note,

Note, The like Form must be endorsed upon the other part of the Deed, for Seisin to be delivered by *I. M.* to *H. L.*

The manner of endorsing the Attornment of a Tenant.

M*Emorandum,* That *G. S.* Tenant to *H. L.* within named, of the Close of Pasture with the Appurtenances within mentioned, by virtue of a Lease unto him the said *G. S.* thereof made by the said *H. L.* did attorn, and become Tenant to and for the said Close of Pasture with the Appurtenances, unto the within named *I. M.* this present third day of *October* in the Year of our Lord 1695. within written, by giving unto the said *I. M.* Six-pence in the name of Attornment, in the presence of us,

John Dent.
Rich. Fenn.

An Indenture of Feoffment.

This Indenture made, &c. Between *I. H.* of, &c. Esquire, of the one part, and *R. T.* of, &c. Gent. of the other Part, **Witnesseth**, That the said *I. H.* for and in Consideration of the Sum of Six hundred Pounds of lawful Money of *England*, to him in hand paid by the said *R. T.* at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said *I. H.* doth hereby acknowledge, and thereof doth acquit and discharge the said *R. T.* his Heirs, Executors and Administrators, and every of them by these Presents, **hath** granted, bargained, sold, enfeoffed and confirmed, and by these Presents for himself and his Heirs doth fully and absolutely grant, bargain, sell, enfeoff and confirm unto the said *R. T.* and his Heirs and Assigns all that Messuage or Tenement with the Appurtenances, called or known by the Name of *C.* situate, &c. And also all those arable Lands lying and being in *M. Field*, in the said Parish of, &c. And also all those two Clofes of Pasture lying, &c. together with all and every the Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens,

Indenture of Feoffment.

Gardens, Wood, Under wood, Commons, Profits, Commodities and Appurtenances whatsoever, unto the said Messuage or Tenement and Premisses belonging, or in any wise appertaining or accepted, reputed or taken as part or parcel thereof; and the Reversion and Reversions, Remainder and Remainders of all and singular the said premisses, and all the Estate, Right, Title, Property, Claim and Demand whatsoever of him the said *I. H.* of, in and unto the said Premisses, and every part and parcel thereof; **To have and to Hold** the said Messuage or Tenement and Premisses hereby granted, or mentioned or intended to be hereby granted with the Appurtenances and every part and parcel thereof unto the said *R. T.* his Heirs and Assigns, to the only proper Use and Behoot of him the said *R. T.* his Heirs and Assigns for ever; and to and for no other Intent, Trust or Purpose whatsoever; To be holden of the Chief Lord or Lords of the Fee or Fees of the Premisses by the Rents and Services therefore due and of Right accustomed. And the said *I. H.* for himself, his Heirs, Executors and Administrators doth covenant, promise and grant to and with the said *R. T.* his Heirs and Assigns by these presents, that he the said *R. T.* his Heirs and Assigns shall
and

Indenture of Feoffment.

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and may from time to time, and at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement and Premises before-mentioned; to be hereby granted with their and every of their Appurtenances, and every part and parcel thereof; without the lawful Let, Suit, Trouble, Eviction, Interruption or Disturbance of him the said *I. H.* his Heirs or Assigns, or any other person or persons whatsoever now having or lawfully claiming, or which hereafter shall have, or lawfully claim any Estate, Right, Title or Interest of, in, unto or out of the said Messuage or Tenement and Premises; or any part or parcel thereof, free and clear, and freely and clearly acquitted and discharged of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Uses, Limitations, Statutes, Mortgages, Leases, Titles, Charges and Incumbrances whatsoever heretofore had, made or done by the said *I. H.* or any other person or persons lawfully claiming, or that shall or may have or claim any manner of Estate, Right, Title, Interest, Possession, Use or Demand whatsoever by, from or under him the said *I. H.* or such other person or persons as shall so claim under him as aforesaid, or by, from or under his, their or any of their Titles or Interests. **And farther,** That the said *I. H.* and his Heirs from
R time

time to time, and at all times hereafter during the space of seven Years, shall and will upon reasonable Request, and at the Costs and Charges in Law of the said R. Y. his Heirs or Assigns, do, make, acknowledge, levy, suffer and execute all and every such further and other reasonable Act and Acts, Thing and Things, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, for the farther and more perfect conveying, assuring and sure-making of the said Messuage or Tenement, and all other the Premises hereby granted, with their and every of their Appurtenances, and every part and parcel thereof, unto the said R. Y. his Heirs and Assigns, as by the said R. Y. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. **And lastly**, the said I. H. for himself, his Heirs, Executors and Administrators doth covenant, promise and grant to and with the said R. Y. his Heirs and Assigns, That they will warrant unto the said R. Y. and his Heirs the aforesaid Messuage or Tenement and Premises with the Appurtenances against all Men for ever by these Presents. **In witness**, &c.

Of Fines and Recoveries.

THE usual Fines are of three sorts,
viz.

1. A Fine *sur Cognizance de Droit*
come ceo que il ad de son Done.

2. A Fine *sur Done, Grant & Ren-*
der.

3. A Fine *sur Concessit.*

1. The first of these Fines is called a Single Fine; by which an Estate is granted by the *Cognizor* to the *Cognizee*, and nothing is thereby rendred back again by the *Cognizee* to the *Cognizor*. It is accounted the principal, best and surest kind of Fine, and is said to be executed, because it does of its own force give present Possession in Law to the *Cognizee*, to such Uses as are declared. It is levied by Proclamations according to the Statute 4 H. 7. cap. 24. and is called a Feoffment upon Record, and doth imply Livery and Seisin.

2. A Fine *sur Done, Grant & Render*, is called a Double Fine, whereby the *Cognizee* after a Release and Warranty made to him by the *Cognizor* of the Lands contained therein, doth grant and render back

to the *Cognizor* the said Lands, or some part thereof, or many times limiting thereby Remainders to other Persons not named in the Writ of Covenant. This Fine is said to be executed as to the first Grant, and as to the Render, is said to be executory; but if the Party be in Possession, it may be said to be executed, and need no Writ of Seisin, &c. otherwise it is said to be Executory.

3. A Fine *sur concessit*, is such a Fine as where the *Cognizor* is seized of the Lands therein, and the *Cognizee* hath no Estate but what passeth by the Fine for Life or for Years. This Fine is said to be Executory, unless the Party be in Possession of the thing granted at the time of the Fine levied.

4. There is also another sort of Fine called, A Fine *sur Cognizance de Droit tantum*, which is also said to be Executory, and much of the Nature of a Fine *sur concessit*; it is used to pass a Reversion, and then it is expressed by such Fine, that the particular Estate is in another, and the *Cognizor* willeth that the *Cognizee* shall have the Reversion, or that the Land shall remain to him after the particular Estate spent. It is thus called, because the words [*come ceo que il ad de son done*] are left out.

Concerning the *Præcipe's* and Con-
 cords, and manner of passing these several
 Fines we will shew in the Practice of the
Common Pleas, being now on the Con-
 veyancing Part of Clerkship. We will
 therefore look into the Deeds by which
 the Parties agree to pass these Fines, and
 how the Uses may be declared before or
 after the passing thereof.

*A Deed declaring that Husband and
 Wife shall levy a Fine sur Cogni-
 zance de droit come ceo, &c.]*

This Indenture made between *A.*
B. of, &c. and *E.* his Wife, of the
 one Part, and *C. D.* of, &c. of the other
 Part, **Witnesseth**, That for divers good
 Causes and Considerations the said Parties
 thereunto moving, it is hereby covenant-
 ed, concluded and agreed by and between
 the said Parties to these presents. And
 the said *A. B.* for himself, his Heirs, Exe-
 cutors and Administrators, and for the
 said *E.* his Wife, doth covenant and grant
 to and with the said *C. D.* his Heirs, Exe-
 cutors and Administrators, That he the
 said *A. B.* and *E.* his Wife shall and will
 by the end of *Easter-Term* next acknow-
 ledge and levy in due Form of Law be-
 fore His Majesty's Justices of the Court of
Common Pleas at *Westminster* one Fine

Of fines and Recoveries.

sur Cognizance de Droit come ceo que il ad de lour done, &c. with Proclamations according to the Form of the Statute in such Case had and provided to the said C. D. and his Heirs, of all that Messuage or Tenement and Lands, &c. (setting forth the Parcels) by such Name and Names, Qualities, Quantities and Number of Acres, as by the said C. D. or his Counsel learned in the Law shall be reasonably advised, devised or required *. **In witness, &c.**

* **Note,** It is a general Maxim, That unless it be declared by Deed to what Use the Fine was levied, such Fine shall be and enure to the Use of the *Conizor* that levied the same And therefore if you intend to declare the Use of the Fine in the same Deed, then add as followeth,

Uses declared.

Which Fine and all other Fines after the Date of these Presents, levied or to be levied by the said A. B. and E. his Wife, to the said C. D. of the Premisses, or any part or parcel thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure, and by these Presents, and by all the Parties thereto, are declared and agreed to be and enure to the Use and Be-
hoof of the said C. D. his Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever. **In witness, &c.**

Or

Or thus.

And it is hereby covenanted, concluded and agreed by and between the said Parties to these Presents for them and their Heirs, and all the said Parties to these Presents do hereby declare, That the said Fine herein before covenanted to be levied as aforesaid, and all and every other Fine and Fines whatsoever to be had and levied by and between the said Parties to these presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure. And that the *Cognizee* or *Cognizees* in the said Fine or Fines, and all and every other person and persons whatsoever that by Force and Vertue of the said Fine or any other Fines or Fines shall be seized of the said Messuage or Tenement, Land and Premisses herein before mentioned, or any part thereof, shall stand and be seized thereof, and of every part and parcel thereof, To the Use and Behoof of, &c. (*and so declare the Uses.*)

Or thus in short after the Covenant to levy the Fine.

— And that the said Fine so to be levied, shall be and enure, and shall be deemed,

Of Fines and Recoderies.

ed, construed and taken so to be and enure;
And the said C. D. and his Heirs shall by
Virtue thereof stand and be seized of and
in all and singular the said premisses with
their and every of their Appurtenances, to
the several Uses herein after mentioned and
declared in manner and form following,
that is to say——

*To levy a Fine sur Done, Grant
& Render.*

This Indenture made between A.
B. of, &c. and E. his Wife, of the
one part, and C. D. of, &c. on the other
part, **Witneseth**, That for divers good
Causes, &c. it is covenanted, concluded,
granted and agreed by and between the
said parties to these presents for them,
their Heirs, Executors and Administrators,
That before the end of *Hillary Term* now
next ensuing, at the Costs and Charges of
the said C. D. his Executors and Admini-
strators, one Fine with Proclamations in
due Form of Law, shall be levied and ac-
knowledged between the said parties to
these presents in manner and form follow-
ing (that is to say) of Five Messuages
with the Appurtenances situate, lying and
being in F. in the Ceunty of L. In and
by which Fine the said C. D. shall remise,
release and quit claim from him the said C.
D.

D. and his Heirs, unto the said *A. B.* and *E.* his Wife, and the Heirs of the said *A. B.* all his Right, Title, Estate and Interest of in and to the aforesaid Messuages and other the Premisses, with all and singular their Appurtenances. For which Remise, Release and Quit Claim the said *A. B.* and *E.* his Wife shall by the said Fine render the said Messuages and Premisses with the Appurtenances unto the said *C. D.* his Executors, Administrators and Assigns, **To Have and to Hold** the same unto the said *C. D.* his Executors, Administrators and Assigns from the Feast of, &c. now last past, for and during and unto the full End and Term of Twenty one Years from thence next ensuing, and fully to be compleat and ended; Yielding and paying therefore yearly and every Year unto the said *A. B.* and *E.* his Wife, their Heirs, Executors, Administrators and Assigns respectively, during the said Term the yearly Rent or Sum of Ten Pounds of lawful Money of *England*, at the two usual Feasts in the Year; (that is to say) &c. or within Twenty eight Days after either of the said Feasts, &c. [*Here you may add such usual Covenants as are put into Leases.*]

Another

*Another with a Render of a Rent-
Charge or Annuity, with liberty to
distrain, &c.*

This Indenture made, &c. [*as before
unto these Words, viz.*] For which Re-
mise, Release and Quit Claim, the said A.
B. and E. his Wife shall by the said Fine
grant and render unto the said C. D. his
Executors, Administrators and Assigns one
Annuity or yearly Rent of Sixty Pounds
per Annum, of good and lawful Money of
England to be issuing and going out of the
aforesaid Mannor, Messuage, Lands and
Premises, with their and every of their
Appurtenances, To have, hold, receive and
enjoy the said Annuity of Sixty Pounds
per Annum, and every part and parcel there-
of unto the said C. D. his Executors, Ad-
ministrators and Assigns, from the Feast-
day of, &c. next ensuing the Date hereof,
unto the full end and term of Twenty one
Years from thence next ensuing and fully
to be compleat and ended, at the Feasts of
&c. by even and equal Portions yearly to
be paid during the said Term ——— And
if it shall happen the said yearly Rent of
Sixty Pounds or any part thereof to be be-
hind or unpaid in part or in all, by the
space of Thirty Days after either of the
said Feasts or Days of Payment, being law-
fully

fully demanded, That then and from
thenceforth it shall and may be lawful to
and for the said C. D. his Executors, Ad-
ministrators and Assigns into the said Man-
nor, Messuages, Lands and Premisses, and
every part and parcel thereof to enter and
distrain, and the Distress and Distresses there
to be found and taken lawfully to lead, bear,
drive and carry away, and the same to
detain and keep until the said C. D. his
Executors, Administrators and Assigns
shall be lawfully paid and satisfied the said
Annuity or yearly Rent, and all and every
the Arrears thereof. *In witness, &c.*

*To levy a Fine sur Concessit
for Tears.*

This Indenture made, &c. between
A. B. of, &c. and E. his Wife, of the
one part, and C. D. of, &c. of the other
part, *Witnesseth*, That the said A. B. for
divers Causes and Considerations him there-
unto moving, doth for him, his Heirs,
Executors and Administrators, and for the
said E. his Wife covenant and grant to
and with the said C. D. his Executors and
Administrators, and to and with every one
of them by these Presents, That he the
said A. B. and E. his Wife shall and will
before the end of *Easter Term* next coming
levy one Fine *Sur Concessit* with Proclama-
tions

Of Fines and Recoveries.

tions in due form of Law, before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, unto the said *C. D.* of all, &c. and of the Reversion and Reversions, Remainder and Remainders, Rents, Services and Profits whatsoever of all and singular the Premises and of every part and parcel thereof, by such Name or Names, Quantities and Qualities as shall be thought meet and convenient; And shall thereby grant the said Messuages, Lands and Premises with the Appurtenances, unto the said *C. D.* **To have and to Hold** the same unto the said *C. D.* his Executors, Administrators and Assigns, from the Feast of &c. next ensuing the Date hereof unto the full End and Term of One and twenty years from thence next ensuing, and fully to be compleat and ended; Yielding and paying therefore yearly unto the said *A. B.* and his Heirs the yearly Rent of one Shilling at &c. if the same shall be lawfully demanded. **In Witness**, &c.

*A Deed to lead the Uses of a Fine
formerly acknowledged.*

This Indenture made, &c. between *I. S.* of, &c. of the one part, and *R. L.* of &c. of the other part. **Whereas** the said *I. S.* hath heretofore in the Term of *St Michael* last past before the Date of these

Of Fines and Recoveries.

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these Presents, levied one Fine in due Form of Law unto the said R. L. and S. T. of, &c. Yeoman, of all those three Messuages, &c. with their Appurtenances, and of all those Forty Acres of, &c. [*reciting such Lands as were intended to be passed by the Fine.*] Which said Fine was levied by such Names, Number of Acres and other particulars in the said Fine contained, as by the said Fine, Relation being thereunto had, more plainly may appear. **Now this Indenture witnesseth,** That the intent and purpose of the said Fine is, and is hereby and by the said I. S. declared, limited and appointed to be to the Use and Uses, Intent and Purposes herein after mentioned and expressed, and to no other Use, Intent or Purpose whatsoever; That is to say, As to, for and concerning all that Messuage or Tenement situate, &c. To the Use and Behoof of, &c. [*Here declare and set forth the Uses.*]

See after in the Deeds for Recoveries.

Of

OF RECOVERIES.

A Common Recovery is a formal Judgment on Record, done by consent, and is used where a Man is minded to cut off, Discontinue, or destroy an Estate-Tail, Remainders or Reversions, and to bar the former Owners thereof; and is become the best common Assurance that Purchasers can have for their Money, exceeding that of a Fine; for tho' a Fine will bar the Heirs in Tail, yet it extends not to Remainders and Reversions; but these Common Recoveries bar them all.

These Common Recoveries are also founded upon a Writ of Entry *en le Post*, and are sued out with single, double and treble Vouchers.

1. The Intent of the Recovery with single Voucher is to bar the Tenant and his Heirs of such only Estate-Tail which then in him is, and the Reversions and Remainders which others may have dependant upon the same, and of all Leases and Incumbrances derived out of such Reversions or Remainders.

2. That of a double Voucher intends to bar the first Vouchee and his Heirs, &c. and will be also a perpetual Bar of such Estate whereof the Tenant was then seized in

in Reversion or Remainder expectant or dependant upon the same.

3. That with a treble Voucher is intended to make a perpetual bar of the Estates of the Tenant, and of every such Estate of Inheritance, as at any time had been in the first or second Vouchee, or any of them, or any of their Ancestors, whose Heirs he or they are of such Estate, and the Reversions dependant thereupon, and all Charges and Incumbrances deriv'd out of such Reversion or Remainder.

The Form of the Demand, Plea, Vouchers and Judgment, are as followeth.

First, It is agreed between the Parties, The Form of a common Recovery with single Voucher. that one who is to be the Demandant, shall bring an Action Real (as if he had good Right) against the Tenant of the Freehold of the Lands, as though he had no Right of Entry to the same; but after a Disseisin which **Hugh Hunt* had * The common Name for the supposed Disseisor. unjustly made to the Demandant, &c. and hereupon the Tenant calls to warrant to him the Lands, † *John Cooke* (or the common Vouchee) which Vouchee is supposed to appear in Court, and warrant the Lands to the Tenant (or Defendant) whereupon the Plaintiff or Defendant claims the Lands against the common Vouchee, who † The common Name of the common Vouchee. is

is supposed to appear and defend his Right, and pleads, That *Hugh Hunt* did not disseise the Plaintiff or Demandant, as by his Declaration he supposes, and puts himself upon the Country to try it; whereupon the Demandant prays a day to imparle, or speak to the Plea, and a day being given, the Demandant is supposed to come again into Court in proper Person, and the common Vouchee then is supposed to make default and withdraw in contempt of the Court, and thereupon Judgment is given, that the Demandant shall recover the Lands against the Tenant, and the Tenant shall recover in value against the common Vouchee, &c. And so by this Device grounded upon the strict Principles of the Law, the Tenant loseth the Land, and hath nothing for it; but it is by his own Agreement, and for the Assurance of him that buys the Land, &c.

And so it is if it be with double or treble Vouchers; as in double, the Tenant calleth to warranty the first Vouchee, who warranteth and calleth the second and common Vouchee who pleads to the Country, and after Imparlance and return of the Demandant, makes default, and then Judgment for the Demandant against the Tenant, for the Tenant to recover in value of the first Vouchee, and the first to recover in value of the second or common Vouchee, and it is in the like manner with treble

treble Voucher, &c. as you may observe in the Pleadings in the practice of the Common Pleas.

Observations on common Recoveries.

IN every Recovery therefore these Four things are principally to be observed.

1. The Demandant, who is Plaintiff in the Writ of Entry, and properly called the Recoverer.

2. The Tenant of the Land, who is Defendant to the Writ of Entry, against whom the Land is to be recovered, and therefore properly called the Recoveree.

3. The Vouchee, being the Person whom the Tenant calls to warrant to him the Lands demanded, (as you may observe in the Introduction.)

4. The Land it self, which is to be recovered, and which must be carefully and regularly placed, which we will look into in the practice of the Common Pleas:

Note, If a Recovery be intended with single Voucher, the Precipe must be brought against the Tenant in Tail in possession, and he to vouch the common Vouchee. But if your Recovery be intended with a double Voucher, you must either by Fine, Feoffment, Bargain and Sale inrolled, or

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Leaf

Lease and Release, make him (you intend to be) Tenant at the time of the Writ of Entry brought; for every Writ of Entry must always be brought against him that must be a perfect Tenant of the Freehold of the Land demanded at the return of the Writ, because the Estate of the Tenant in Tail (who is the first Vouchée) is barr'd in respect of the supposed recompence adjudged over against the common Vouchée; for in strict Law the Recompence adjudged over is to go in Succession of the Estate, as the Land lost should have done. If it be by Fine, you make him Cognizee to the Fine, who is to be Tenant in the Recovery, and he must vouch the Tenant in Tail; and in such case the Writ of Covenant for the Fine must bear Teste, and be retornable before the Writ of Entry.

Surrender
to him in
Reversion.

Note also, That if a Tenant have but an Estate for Life, or be Tenant in Dower, or by the Courtesy of *England*, it is requisite for the strengthening of a Recovery, and saving his Estate, that he make a conditional Surrender of his Estate to him in the Reversion or Remainder, to the end he may be a present Tenant of the Inheritance, and then to bring the Writ of Entry against him; and after that the Recovery is executed, the particular Tenant for breach of the Condition may enter and enjoy his Term notwithstanding such Surrender.

The

The Uses of these Recoveries (as also of Fines) are expressed and led by Indentures, made between the Parties before or after for that purpose, which may be in such manner as are hereafter set down.

For whosoever may suffer a Recovery, he or she may also declare the Uses of it.

The Form of a Surrender or Lease to make a Tenant to the Precipe for a Common Recovery.

This Indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part; **Witnesseth,** That whereas the said *A. B.* doth hold for the Term of his Life, one Messuage, &c. in *D.* in the County of *E.* the immediate Reversion and Remainder whereof doth belong to the said *C. D.* and his Heirs, or to the Heirs of his Body lawfully begotten, for ever. Now the said *A. B.* for the perfecting of some Assurance shortly to be made of the same Messuage, &c. by way of common Recovery, hath granted and surrendered, and by these Presents doth grant and surrender unto the said *C. D.* and his Heirs upon the Condition herein after-mentioned, all that the said Messuage, &c. and all the Estate, Right, Title and Interest of the said *A. B.* therein, **To have and to**

Of Recoveries.

Hold to the said C. D. and his Heirs upon Condition, That if the said C. D. do not pay or cause to be paid to the said A. B. the Sum of One thousand Pounds of lawful English Money upon the First day of, &c. next ensuing the date hereof, That then and from thenceforth this present Grant and Surrender shall be utterly void, and of none Effect: And that then also it shall and may be lawful to and for the said A. B. into the said Messuage, &c. to re-enter, and the same to have again, re-possess and enjoy as in his former Estate and Right, any thing in these Presents to the contrary in any wise notwithstanding. In Witness, &c.

A Lease and Release, to make one Tenant to the Precipie in a Recovery, and lead the use thereof.

The Lease.

This Indenture made, &c. between R. N. of, &c. of the one part, and T. B. of, &c. of the other part, Witnesseth, That the said R. N. for and in consideration of the Sum of Five Shillings of lawful Money of *England* to him in hand paid by the said T. B. at or before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; Hath bargained and sold, and by these Presents doth bargain and sell unto the said T. B.

B. All, &c. **To Have and to Hold** the said, &c. Tenements, Hereditaments and Premises, with the Appurtenances hereby bargained and sold, or mentioned or intended to be hereby bargained and sold unto the said *T. B.* his Executors, Administrators and Assigns, from the day next before the day of the Date of these Presents, for, during and unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended: To the intent and purpose that the said *T. B.* may be the better enabled to receive and take a Grant or Release of the Premises hereby bargained and sold, or mentioned or intended to be hereby bargained and sold to him and his Assigns, for and during the Natural Life of the said *R. N.* in such sort, manner and form, as in and by one Indenture intended to bear Date the day next after the day of the Date of these Presents, the same shall be granted, released and conveyed. In **Witness**, &c.

The Release.

This Indenture Tripartite made, &c. between *R. N.* of the first part, *T. B.* of the second part, and *B. N.* of, &c. of the third part, **Witnesseth**, That the said *R. N.* for and in consideration of the Sum of Five Shillings of lawful Money of
S 3 England,

Of Recoveries.

England to him in hand paid by the said *T. B.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged : Hath given, granted, released and confirmed, and by these Presents doth give, grant, release and confirm unto the said *T. B.* All, &c. late in the Tenure or Occupation of the said *R. N.* (but now all in the actual possession of the said *T. B.* by force of an Indenture of Bargain and Sale thereof made, bearing Date the day before the Date of these Presents, and of the Statute for transferring of Uses into possession being) **To Have and to Hold** All and singular the said, &c. and all and every the Premises with the Appurtenances hereby given, granted, released and confirmed, or mentioned or intended to be hereby given, granted, released and confirmed, unto the said *T. B.* and his Assigns, for and during the Natural Life of the said *R. N.* To the intent and purpose that the said *T. B.* shall and may be perfect Tenant of the Freehold of all the said Lands and Premises, until one or more good and perfect Recovery or Recoveries may be had against him the said *T. B.* of the same Lands and Premises. And it is covenanted, granted, concluded and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said *B. N.* before the last day of *Hilary* Term next ensuing the Date

of

of these Presents, to prosecute out of the High Court of *Chancery* one or more Writ or Writs of Entry *sur Disseisin en le poſt* against the ſaid *T. B.* returnable in the Court of *Common Pleas* at *Westminster*, whereby the ſaid *B. N.* ſhall and may reſpectively demand against the ſaid *T. B.* all and ſingular the aforementioned Premises with the Appurtenances by ſuch Name or Names, Quantity or Quantities, Quality or Qualities, Numbers or Content of Acres, as ſhall be thought fit and requiſite, unto which ſaid Writ or Writs the ſaid *T. B.* ſhall appear in proper Perſon, and ſhall vouch to Warranty the ſaid *R. N.* who ſhall appear *gratis* upon the Voucher, and ſhall enter into Warranty, and ſhall vouch over to Warranty the common Vouchee, and the common Vouchee ſhall appear and imparle, and afterwards make default, whereby one or more Recovery or Recoveries, Judgment or Judgments, may be had and given for the ſaid *B. N.* for Recovery of the ſaid, &c. Tenements, Hereditaments, and Premises aforeſaid, against the ſaid *T. B.* and for the ſaid *T. B.* to recover over in value against the ſaid *R. N.* and for the ſaid *R. N.* to recover over in value against the common Vouchee, according to the manner and form of common Recoveries in ſuch Caſes uſed. And it is further covenanted, granted, concluded, agreed and declared, by and between all and every

Of Recoveries.

the said Parties to these Presents, and the true intent and meaning of the Parties to these Presents is ; That from and immediately after the said common Recovery or Recoveries shall be had, prosecuted and suffered as aforesaid, of the said Premises, The said Recovery or Recoveries shall be and enure, and shall be construed, esteemed, and judged, and taken to be and enure, and are hereby declared to have been intended to be and enure, That the said B. N. and all and every other Person and Persons, which shall be seized of the Premises, or any part thereof, by force or vertue of the said common Recovery or Recoveries, shall stand and be seized thereof, and of every part and parcel thereof, with their and every of their Appurtenances, to the only use and behoof of the said R. N. his Heirs and Assigns, and to no other use, intent or purpose whatsoever. In Witness, &c.

Aliter.

Note in a Lease and Release, some draw it absolute in the Lease thus.

THIS Indenture, &c. hath bargained and sold, and by these Presents doth bargain and sell, unto the said C. D. his Executors, Administrators and Assigns, All that,

that, &c. And the Reversion and Reversions, Remainder and Remainders thereof, **To Have and to Hold** (&c. as before) To the intent and purpose that the said C. D. may be in the actual possession of the said Premises, and may be the better enabled to receive and take a Grant or Release of the Reversion and Inheritance thereof to him and his Heirs for ever.

And if the Uses are intended to be declared by the Release, then add,

— In such sort, manner and form, as in and by one Indenture of Release intended to bear Date the day next after the Date of these Presents, the same shall be granted, released and conveyed. In Witness, &c.

A Bargain and Sale to be inrolled to make a Tenant to a Precipe.

THis Indenture made, &c. between G. H. of, &c. of the one part, and T. P. of, &c. of the other part, **Witnesseth**, That the said G. H. for and in consideration of Five Shillings of lawful Money of England, to him in hand paid, before the Ensealing and Delivery hereof by the said T. P. the Receipt whereof the said G. H. doth

doth hereby acknowledge : And to the intent and purpose, That the said *T. P.* may be made a perfect Tenant to, a Precipe, against whom a common Recovery may be had of the Lands and Tenements herein after mentioned, Hath granted, bargained and sold, and by these Presents doth for him and his Heirs grant, bargain and sell, unto the said *T. P.* and his Heirs, All those his several Closes, (&c.) **To have and to hold** the said several Closes, Lands, Tenements and Premisses, and every part and parcel thereof, unto him the said *T. P.* his Heirs and Assigns for ever : To the only use and behoof of the said *T. P.* his Heirs and Assigns for ever. In Witness, &c.

The Deed of Covenant between the said Parties, for suffering the said Recovery, but no Uses thereby declared.

This Indenture Tripartite made, &c. between *G. H.* of, &c. of the first part, *T. P.* of, &c. of the second part, and *R. S.* of, &c. of the third part : **Whereas** the said *G. H.* by his Indenture of Bargain and Sale, bearing Date (&c.) last past, before the Date hereof, Hath for the consideration therein mentioned, granted, bargained and sold, unto the said *T. P.* and his Heirs, All those his several Closes, &c.

[reciting

[*reciting the Bargain and Sale to the end of the Habendum.*] Which said Bargain and Sale was made to him the said T. P. and his Heirs, to and for the only Use, Intent and Purpose, That the said T. P. should be sole Tenant of the Premises to a *Præcipe*, against whom the Recovery hereafter mentioned might be had in manner and form following. **Now this Indenture witnesseth**, and it is covenanted, concluded and agreed by and between all the said Parties to these Presents for themselves respectively and their Heirs, That before the end of *Hillary Term* next ensuing the Date of these Presents, there shall be at the only Cost and Charges of the said R. S. one Recovery in the nature of a Common Recovery for Lands, Tenements and Hereditaments in such Cases used and accustomed, had and executed of the said several Closes, Lands and Tenements, &c. in his Majesty's Court of *Common Pleas* at *Westminster* by and in the name of the said R. S. Demandant against the said T. P. Tenant of the said Lands, &c. with the Appurtenances, who shall vouch to Warranty the said G. H. who being vouched, shall appear *gratis*, and vouch to Warranty the Common Vouchee, who shall appear *gratis*, and enter into Warranty, and afterwards make Default; To the end that a perfect

fect Common Recovery shall and may be had of the said Lands, &c. with the Appurtenances, in all things according to the usual Order and Form of Common Recoveries for Assurance of Land, Tenements and Hereditaments in such Cases used and accustomed. *In witness,* &c.

After the Covenant for prosecuting the Writ of Entry of such and such Parcels—— you may say as followeth, ——Unto which Writ or Writs the said C. D. shall appear in his proper Person or by his Attorney or Attornies lawfully authorized, and shall vouch to Warranty the said A. B. who shall appear upon the said Voucher in the said Court in his proper person, or by his Attorney or Attornies sufficiently authorized in that behalf, and shall Vouch to Warranty the common Vouchee, who shall appear and imparl, and afterwards make default, &c. (*as before.*)

Another

Another Deed of Covenants to levy a Fine for making Tenants to a Præcipe for a Recovery to be had.

This Indenture Tripartite made, &c. between *A. B.* of, &c. and *E.* his Wife, of the first part, *C. D.* and *E. F.* of, &c. of the second part, and *G. H.* of, &c. of the third part, **Witnesseth,** That it is mutually and respectively covenanted and concluded by and between the said Parties to these Presents, And the said *A. B.* doth for himself, his Executors and Administrators, and the said *E.* his Wife, covenant and agree to and with the said *G. H.* his Heirs, Executors and Administrators by these Presents, That he the said *A. B.* and *E.* his Wife shall and will before the end of *Trinity Term* now next ensuing, levy and acknowledge in due Form of Law one Fine *sur Cognizance de droit come ceo que ils ont de leur done*, &c. with Proclamations to be had and made according to the common Course of Fines in such Cases used, and the Statute in that Case made and provided, before the Justices of his Majesty's Court of *Common Pleas* at *Westminster*, to the said *C. D.* and *E. F.* and their Heirs, of all that, &c. with the Appurtenances, by such Name

or

Of Recoveries.

or Names, Quantities, Qualities, Contents and Numbers of Acres, and in such Manner and Form as by the said G. H. his Heirs or Assigns, or his or their Counsel Learned in the Law, shall be reasonably advised, devised or required. Which said Fine so or in any other manner to be levied and acknowledged between the said Parties shall be, and shall be construed, repured and taken to be to and for the Use of the said C. D. and E. F. and their Heirs, To the only End, Intent and Purpose that the said C. D. and E. F. shall and may stand and be full and perfect Tenants of the Freehold of the said Lands and Premisses, and of every part thereof, whereof the said Fine is agreed to be levied as aforesaid, until a perfect Common Recovery shall and may be lawfully had and executed of the said Lands and Premisses against the said C. D. and E. F. and their Heirs according to the true intent and meaning of these Presents and the Parties thereunto.

If you have a mind to express in this Deed how the Recovery shall be prosecuted (which seems not needful since the Fine expresses it is to the intent to make them Tenants to a Recovery) then add,

And it is further covenanted, concluded and agreed by and between all the said Parties to these presents, for themselves and their and every of their Heirs, Executors and Assigns, That they the said C. D. and E. F. shall and will permit and suffer the said G. H. before the end of *Hilary Term* next coming after the Date hereof, by a Writ or Writs of Entry *sur Disseisin in le Post*, to be sued forth, and obtained out of his Majesty's High Court of *Chancery*, and returnable before his Majesty's Justices of the Court of *Common Pleas* in the Name of the said G. H. Demandant, against the said C. D. and E. F. Tenants, to recover to him and his Heirs in due Form of Law, according to the Course of Common Recoveries for assuring of Lands, Tenements and Hereditaments against the said C. D. and E. F. and the Survivor of them then Tenant or Tenants of the Premises, all and every the said Messuages, Lands and Premises, with their and every of their Appurtenances [*Or thus*, By such Name or Names] and under such Number and Contents of Acres, as in the afore-mentioned Fine to be levied, shall be specified and contained or otherwise, in such manner and form as by the Counsel of the said G. H. shall be advised or required] To which said Writ of Entry so to be brought

Of Recoveries.

brought as aforesaid, the said C. D. and E. F. shall appear *gratis* in his proper Person or by their lawful Attorney or Attornies, and shall vouch to Warranty the said A. B. and E. his Wife, who shall likewise appear *gratis* as aforesaid, and vouch to Warranty the common Vouchee, who shall also appear, imparl and make default, whereby a perfect Judgment may be had and given for the said Demandant in the said Writ against the said C. D. and E. F. for the Recovery of the said Messuages, Lands and Premises; And that they the said C. D. and E. F. shall recover over in Value against the said A. B. and E. his Wife, and that the said A. B. and E. his Wife shall recover over in Value against the said common Vouchee, so that a good and perfect Recovery with double Voucher may be had and executed according to the Course of Common Recoveries in such Cases used and accustomed.

And if you have a mind to declare the the Uses in the said Deed, then add as followeth;

Uses declared.

And it is hereby further covenanted, granted, concluded and agreed by and between the said Parties to these Presents, for them, their Heirs, Executors and

and Assigns, and they do hereby publish and declare, That all and singular Fine * * That is, and Fines, Common Recovery and when 'tis Recoveries, and all farther and other by Fine. Assurances and Conveyances whatsoever of the said Premisses hereby granted or mentioned to be granted, and every or any part or parcel thereof at any time after the day of the Date hereof, had, made, levied, executed or acknowledged between the said Parties to these Presents or any of them, or whereunto they, or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; And that all and every Person and Persons that now stand and be seized, or which shall at any time or times hereafter stand and be seized of the Premisses hereby granted, or mentioned to be granted, or of any part or parcel thereof shall from time to time, and at all times hereafter stand and be seized thereof, and of every part and parcel thereof, to the several Uses, Intents and Purposes in these Presents hereafter expressed and declared, and to no other Use, Intent or Purpose whatever; That is to say.

Or thus — after the Covenant.

— That the said Recovery and Recoveries,

coveries, and the said Fine and Fines after the said Recovery and Recoveries shall be had and executed, and the full Execution thereof, of, for and concerning the Premises therein to be contained, shall be and enure, and be adjudged, deemed, expounded and taken to be and enure, and the said Conusees and their Heirs, and the said Recoverors and their Heirs, and all and every other Person and Persons which shall then be seized of the said Messuages, Lands and Premises, or any part or parcel thereof, shall stand and be seized of the same, with their and every of their Appurtenances, To the several Uses, &c.

Aliter.

—— That the said Fine and Fines so or in any other manner to be had and levied, of the said Messuages, Lands and Premises, and the Recovery and Recoveries so or in any other manner to be had and suffered, and the Conusees in the said Fine or Fines named, and the said Recoveror and Recoverors in the said Recoveries shall stand and be seized of the same, &c. To the several Uses, Intents and Purposes hereafter limited and declared concerning the same (That is to say) To the Use, &c. — In witness, &c.

If the Deed of Uses relate to a Recovery before suffered, it may be by reciting the Deeds as before, where the former Bargain and Sale is recited, &c.

Another very brief one for suffering a Recovery with single Voucher, against a perfect Tenant of the Freehold.

This Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, **Witnesseth**, That it is covenanted, concluded and agreed by and between the said Parties to these Presents, for them and their Heirs, That before the end of the next *Hillary Term* there shall be at the only Costs and Charges of the said *C. D.* one Recovery with single Voucher in the nature of Common Recoveries for Lands, Tenements and Hereditaments in such Cases used and accustomed, had and executed in his Majesty's Court of *Common Pleas* at *Westminster*, of all those, &c. against the said *A. B.* Tenant of the Freehold of the said Lands, &c. with the Appurtenances, who therein shall vouch to Warranty the Common Vouchee, who thereupon

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shall

Of Recoveries.

shall appear *gratis*, and enter into the Warranty, and afterwards make Default, To the end that one perfect Recovery of the said Lands, &c. shall and may be had and executed according to the usual Order and form of Recoveries for Assurances of Lands, Tenements and Hereditaments in such Cases used and accustomed, [*And here you may declare the Uses, if you think fit.*]

The Form of a Covenant by Two or more Persons to be taken separately in Deeds, &c.

By Two thus.

And the said *A.B.* and *C.D.* for themselves severally and respectively, and not one of them for the other, and for their several and respective Heirs, Executors and Administrators, and for every of them respectively do covenant, promise, grant and agree to and with, &c.

Or thus.

— And the said *A. B.* and *C. D.* severally and respectively, that is to say, Each of them for himself and for his several Heirs, Executors and Administrators, and not jointly, nor one of them for the other, nor for the Act or Acts,
Deed

Deed or Deeds, Matter or Thing of the other, doth covenant, &c.

Or thus.

—And the said *A. B.* and *C. D.* severally and respectively each one for himself, and for his respective Heirs, Executors and Administrators, and for so much as concerneth, or may concern his own Act or Acts only, and not one of them for the other, nor for the Act or Acts of the other, or of the Heirs, Executors or Administrators of the other, doth severally, and not jointly covenant, &c. —

Or thus, if by three.

—And the said *A. B. C. D.* and *E. F.* for themselves severally and not jointly, nor one of them for the other, and for their and every of their several and respective Heirs, Executors and Administrators do covenant, &c.

And afterwards in the Deed to secure these Covenants in the Severalty, add the like *Proviso*, as followeth,

—Provided always, and it is the true intent and meaning of these Presents and of the Parties to the same,

T 3

and

and every of them, That the said *A. B.* *C. D.* and *E. F.* their Heirs, Executors or Administrators, or any of them shall not at any time or times be impeached or charged with the Breach of any Covenant herein contained, otherwise than for the proper Act and Deed of the person so charged, or by him or them represented, as Heir, Executor or Administrator. In witness, &c.

A Covenant by a Man and his Wife.

— And the said *A. B.* for himself, his Heirs, Executors and Administrators and for the said *C.* his Wife, doth covenant, &c.

From Two Men and their Wives severally.

— And the said *A. B.* for himself and for the said *C.* his Wife, and the said *D. E.* for himself and for the said *F.* his Wife, do severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not one for the other, nor for the Wife of the other, nor for the Heirs, Executors or Administrators of the other, covenant, promise, grant and agree, &c.

From

*From two Men and their Wives, to a
a third Man and his Wife.*

— And the said A. B. and D. E. for themselves and for their said Wives respectively, their respective Heirs, Executors and Administrators do severally and respectively covenant, promise, grant and agree to and with the said G. H. and I. his Wife, and either of them, their or either of their Heirs, Executors and Administrators by these Presents, That, &c. Provided always, &c. In witness, &c.

A short Joynture.

This Indenture Tripartite, made, &c. between A. B. of, &c. of the first part, and C. D. of, &c. of the second part, and E. F. of the third part. Whereas a Marriage is intended (by God's Permission) to be shortly after had and solemnized between the said A. B. and C. D. Now this Indenture witnesseth, That in Consideration thereof, and for and towards the Maintenance and Support of the said C. D. and Provision for the Children to be begotten, between the said A. B. and C. D. it is

covenanted, agreed and concluded by and between the said Parties; And the said A. B. for himself, his Heirs, Executors and Administrators, and the said C. D. for her self, her Heirs, Executors and Administrators by and with the Consent of the said A. B. do severally and respectively covenant and agree to and with the said E. F. his Executors and Administrators in manner and form following, (That is to say) That the said C. D. before the said Mariage, or the said A. B. after the Marriage had between them, shall pay over and deliver into the Hands of the said E. F. or them on this side, and before the last day of, &c. next ensuing the Date of these Presents, the Sum of, &c. of current, &c. being the Portion of the said C. D. and now secured by several Bonds from Sir R. M. and others; And also that he the said A. B. shall and will at or before the said day pay over and deliver unto the said E. F. the further Sum of, &c. the said Sum of, &c. to be placed out by the said E. F. at Interest upon Security, upon Trust and Confidence in him reposed, That he, his Executors and Administrators shall from time to time and at all times hereafter, during the natural Life of the said C. D. pay over all the said Interest and Profit to be made by or by reason of the same, unto
such

such Person or Persons as the said C. D. by any Writing signed by her own Hand, whether she be sole or married, shall nominate or appoint for a seperate Maintenance for the said C. D. and upon further Trust and Confidence, that after her Decease he the said E. F. his Executors or Administrators shall pay over as well the Interest and Profit to be made by the said Sum of, &c. as also the said Principal, unto and amongst the Child or Children, whether Sons or Daughters to be begotten by the said A. B. upon the Body of the said C. D. or their Issue, by such Shares, Proportions, and in such manner and form as the said C. D. by any Writing under her Hand and Seal, or by the last Will and Testament in Writing, purporting her last Will and Testament, shall limit and appoint, and for want of such Limitation and Appointment, then the same to be equally divided amongst all the said Children which shall be living at the time of the Decease of the said C. D. Share and Share alike. And in case there shall be no Children begotten by the said A. B. on the Body of the said C. D. Or in case all the Children between them to be begotten shall die without Issue in the lifetime of the said A. B. or C. D. or the Survivor of them shall attain their or any of their Ages of One and twenty Years,

Years, or be married, then upon the further Trust that the said *E. F.* his Executors and Administrators shall pay over all the Profits to be made by or by reason of the said Principal Sum of, &c. and also the said Principal Sum of Money it self unto the Survivor of them the said *A. B.* and *C. D.* his or her Executors or Administrators. And it is hereby also further agreed and declared by and between the said Parties, That the said Sum of, &c. so to be paid over and delivered unto the said *E. F.* by the said *A. B.* and *C. D.* his intended Wife, shall be lent out upon such Security as shall from time to time be approved of by them the said *A. B.* and *C. D.* his intended Wife, or the Survivor of them, by Writing under their Hands or the Hands of the Survivor of them. And that in case any of the Monies so to be lent out should be lost by reason of the failing of the said Securities, or any of them, That the said *E. F.* shall not be subject to any Loss or Damage for or by reason of the same. And also, That he the said *E. F.* shall not at any time hereafter be liable or subject to any Account for or concerning any of the principal Monies before mentioned, or the Interests or Profits to be made by the same, but only for so much as shall actually come unto the Hands of *E. F.* and also that it shall and may be lawful to and for the said *E. F.* his Executors and Administrators to deduct in the

the first place, out of the Interest or Profits to be made by the said principal Sum, all such Charges as he shall be put unto, in or about the Execution of the Trust. **In witness, &c.**

A President of a Lease, from which any other (as Occasion offers) may be form'd.

This Indenture made the Eighth day of September, in the Tenth year of the Reign of our Sovereign Lord *William* the Third, by the Grace of God, of *England, Scotland, France and Ireland* King, Defender of the Faith, &c. *Annoq; Dom. 1698.* between *A. B.* of (&c.) of the one part, and *C. D.* of, &c. of the other part, **Witnesseth**, That the said *A. B.* hath demised, granted, and to Farm letten; and by these Presents doth demise, grant, and to Farm lett, unto the said *C. D.*

All that the Mannor of *A.* with the Demise of Appurtenances in the said County of *B.* ^{a Manor.} now or late in the Tenure or Occupation of the said *C. D.* and all and singular Messuages, Granges, Mills, Tofts, Cottages, Curtilages, Dove houses, Barns, Buildings, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Parks, Commons, Woods, Underwoods, Rents, Reversions, Services,

Services, and all and all manner of Tythes of what kind or nature soever they be, and also all Fee-farms, Waters, Fishings, Firs, Heaths, Moors, Marshes, Ways, Wastes, or void Grounds, Escheats, Reliefs, Heriots, Courts, Profits of Courts, Courts Leet, and Views of Frank pledge, and all that to the same Courts and Views of Frank-pledge doth appertain, Goods and Chattels waved and stray'd, Goods and Chattels of Felons, Fugitives and out-lawed Persons, Fines, Amerciaments, Liberties, Privileges, and all other Profits, Commodities, and Advantages in *A.* aforesaid, and elsewhere, within the said County of *B.* to the said Manor belonging, or in any wise appertaining, or accepted, reputed or taken, as part, parcel, or member thereof.

A Manor-house.

All that capital Messuage or Manor-house in *F.* in the County of *A.* wherein *A. B.* now dwelleth; and all Houses, Buildings, Courts, Out-lets, Gardens and Orchards thereunto belonging or appertaining; and all the Lands, Meadows, Pastures, Woods and Grounds belonging or appertaining, &c.

Arable Land.

All that piece of Arable Land, containing by estimation 20 Ridges, and about one Acre, be the same more or less, called by the Name of, (&c.) lying in a Field called, (&c.) within the said Parish of *B.* between

between the Arable Lands of, (&c.) East and West, &c.

All that Close, piece or parcel of Meadow Ground, containing by estimation 12 Acres, or thereabouts, lying and being in C. in the County of D. commonly called by the Name of, &c.

Or lying in a common Mead, called, &c. in C. in the County of D. between the pieces of Meadow Ground of J. S. and W. B. North and South.

All those several parcels of Wood and Coppice, and the several and respective Soil there, and the Wood-land hereafter mentioned and expressed, with their and every of their Appurtenances, lying and being in the said County of D. or some other place or part thereof; that is to say, one parcel of Wood, commonly called by the Name of, &c. and containing by estimation, &c.

And all the Mines and Quarries of Iron, Brass, Tin, Coal, Lead and Stone, in and upon the said Premises.

All that Warren called G. Heath-warren and the Liberty of feeding, keeping and killing of Conies, of and within the said Warren or Ground, &c.

All that Messuage or Tenement, with the Appurtenances situate, lying and being in A. in the Parish of B. in the County of

Presidents of Leases.

of C. now or late in the Occupation of D. E. his Assign or Assigns, Under-Tenant or Tenants, and all that other Messuage or Tenement, with the Appurtenances, (&c.)

And Note, It may not be amiss, but safe, to add such general Words as follow; for it is better to have too many than too few, especially such of them as may comprehend the Premisses.

General Words to be added in Deeds.

And all Houses, Edifices, Buildings, Barns, Stalls, Gardens, Orchards, Lands, Curtilages, Yards, Meadows, Pastures, Feedings, Ground, Common of Pasture, Inclosures, Wastes, Waste Grounds, Woods, Under-woods, Trees, Hedges, Hedge-rows, Tythes, Oblations, Obventions, Ways, Waters, Water-courses, Folds, Easements, Profits and Advantages whatsoever, to the said Messuages or Tenements, and Premises, or any of them, belonging or appertaining, or to or with the same held, used, occupied or enjoyed, or accepted, reputed, taken, known, demised or letten, as part, parcel, or member thereof.

Or thus, upon a Messuage or Tenement, and Lands, &c.

ALL that Messuage or Tenement, ^{Messuage, &c.} with the Appurtenances, sometimes called *B.* late, in the Occupation of *C.* and all Out-houses, Barns, Stables, Buildings, Curtilages, Gardens and Orchards thereunto belonging; and also all those several Closes, or parcels of Land, Meadow, and Pasture herein after particularly mentioned; (that is to say) All that Close of Arable Land called *D.* Close, containing by estimation 10 Acres, be the ^{Arable Land.} same more or less, between the High-way leading from *A.* to *B.* on the East, a Dirch in the Land of *E. F.* on the West, a Hedge on the Land of *G. H.* on the North, and Land in the Occupation of *J. K.* on the ^{Pasture.} South; and also all that Close of Pasture-ground, containing by estimation 10 Acres, &c. lying, &c.

And also all that, &c. [*and so of other Parcels, wherein you may briefly express, whether the Fence do belong to them, or the adjoining Lands.*] All which said Messuage, Lands and Premises, are situate and being in the Parish of *S.* aforesaid, and also all Ways, Waters, Easments and Appurtenances to the said Messuage, Lands, and Premises, or any of them belonging.

All

Of a House in a City. All that Messuage or Tenement, commonly called or known by the Name of the *White Swan*, now in the Occupation of *A. B.* his Assigns, or Under-Tenants, standing and being in or near the Street called *Fleet-street*, in the Parish of *St. Bridget* alias *Brides*, *London*, together with all and singular Shops, Cellars, Solars, Chambers, Rooms, Entries, Lights, Windows, Ways, Passages, Yards, Back-sides, Buildings, Gutters, Water courses, Easements, Profits, Commodities and Appurtenances whatsoever, to the said Messuage belonging in any wise appertaining.

Of a Brew-house. All that Messuage or Tenement, and Brew-house, late in the Occupation of *A. B.* his Assigns or Under-Tenants, in or near a Street called *Water-lane* in the Parish of *St. B. London*, together with all Stables, Edifices, Building, Lights, Windows, Ways, Passages, Water-courses, Profits, Commodities and Appurtenances thereunto belonging; and also all and singular those Furnaces, Coppers, Vats, Vessels, and other Utensils, Goods and Chattels, in the said Messuage, Tenement or Brew-house, now being, and lately used together, with the same specified in a Schedule hereunto annexed.

Of Mills. All that his Water-grist, Mill and Mill (being two Grist-mills under one Roof commonly called or known by the Name of *B. Mill* or *Mills*, with the Appurtenances

nances, in the Parish of, &c. sometimes in the Tenure or Occupation of *E. D.* and now or late in the Occupation of *F. G.* or his Assigns, or Under-Tenants, and all that parcel of Ground, on part whereof the said Mills stand, containing by estimation three Acres, or thereabouts, be the same more or less; and also All that the Suit of and to the said Mills, as well Customary as Conventional, of all the Tenants of the Mannor of *L.* in the County of *D.* to Grind there all the Corn and Grain of the said Tenants; and also all and singular Heads, Wares and Mill ponds, and the Soil thereof to the said Mill or Mills, belonging or appertaining; and all Stanks, Banks, Ponds, Streams, Waters, Water-courses, Rivers, Fishings, Fishing Places, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments, and Appurtenances to the said Mill and Mills, and other the Premises, or any of them, or any part or parcel thereof belonging or appertaining, or with the same now or at any time heretofore used, occupied or enjoyed.

All that Farm, Messuage or Tenement, Of a Farm. with the Barns, Stables, Out-houses, Gate-rooms, Back-sides, Orchards and Gardens thereunto belonging; and all those several Closes, and parcels of Arable Land, Meadow and Pasture, containing together by estimation about 100 Acres, be the same

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more

And
Tythes.

more or less, to the said Messuage belonging ; All which Premisses are called *Thompson's Farm*, and were late in the Occupation of *R. S* ; and also all Ways, Waters, Commons, Common of Pasture, Easements and Appurtenances to the said Messuage or Farm in any wise appertaining ; and also all Tythes of Corn, Grain, and Hay, growing, renewing or issuing out of all the said demised Lands and Premisses.

Of a Rectory.

The Rectory of *B.* with the Appurtenances, and the Tythes of Corn, Grain, and Hay thereunto belonging, in the said County of *L.*

Tythes.

The Rectory of *C.* with the Appurtenances, and also all Tythes both great and small to the said Rectory belonging, in the said County of *D.*

Aliter.

All and all manner of Tythes both great and small, belonging to the Rectory of *C.* in the said County of *D.*

Of a Portion of great Tythes.

All that Portion of Tythes in *L.* aforesaid, which did formerly belong to the Rectory of *X.* in the said County of *L.* viz. One third part in Three parts to be divided of all the Tythes of Corn, Grain, Hay, and other great Tythes arising, growing, renewing or increasing upon the Lands or Grounds of *R.* Farm aforesaid, and every part thereof, now or late in the Occupation of *C. W.* or his Assigns.

Exceptions.

Exceptions in Leases.

SAVING and excepted to the said *A. B.* Exception
out of a
Manor.
his Heirs and Assigns, out of this present Demise or Grant, All that Messuage or Tenement, with the Appurtenances lying in *B.* aforelaid, wherein one *J. S.* now dwelleth, and all the Gardens, Orchards, Lands, Meadows, Pastures, Woods, Under-woods, Commons and Hereditaments to the said Messuage belonging, or any wise appertaining, or usually occupied or enjoyed therewith, or reputed, esteemed, deemed or taken, as part or parcel thereof, or as belonging thereunto; and all the Rents and Services issuing, due or payable out of, for or in respect of the same, or as incident thereunto, or attendant thereupon, all which are now parcel of the said Mannor of *B.* And all and singular the Boundaries and Works of the Tenants and Farmers there, for the Carriage of Corn, always foreprized, excepted and reserved unto the said *J. S.* his Heirs and Assigns.

Saving, excepting and reserving unto the Exception
out of Rooms.
said *H. L.* his Heirs and Assigns, out of this present Demise or Lease, All those Three Rooms, parcel of the said Messuage, commonly called, (*&c.*) with free ingress, egress and regress, into, out of, and from

the same, during the said Term hereby demised.

Of a Close
of Mea-
dow, &c.

And all that one Close of Meadow commonly called by the Name of, &c. containing by estimation six Acres, or thereabouts, being parcel of the Meadows appertaining to the last mentioned Messuage. And all and singular the Boundaries, &c.
ut antea.

Exception
of Woods
and Trees
out of a
Lease.

Except and always reserved out of this present Demise or Lease, All Woods, Under-woods, Trees, Groves and Copices, now standing, growing and being, or hereafter during the term hereby demised to stand, grow, and be in or upon the afore demised Premises, and the Soil and Ground thereof or thereunto belonging, together with free ingress, egress and regress, way and passage, unto and for the said J. S. his Heirs and Assigns, with Horses, Carts and Carriages, Wains and Ploughs, and other their Drafts to, from, in and out of the

With Power
of Fel-
ling, &c.

same; and for cutting, felling and carrying away the same at seasonable Times.

Other Ex-
ceptions to
Trees.

Except also, and always reserved unto the said J. S. and his Heirs for ever, All the Trees now growing, and being upon, or within the said Close called, &c.

Aliter of
Trees.

Except also, and always reserved unto the said J. S. and his Heirs, All the Trees now growing and being, or hereafter to be growing and being in, upon or within the said first mentioned Close called, &c.

or

or any part thereof, and also free Liberty, ingress, egress and regress, way and passage, at all times convenient, into and out of the said Close, for the cutting, selling, felling, and taking away of the same Trees, or any of them. With Power of Felling, &c.

And also except, and always reserved out of this present Demise and Grant, unto the said J. S. his Heirs and Assigns, and his and their Servants, Labourers and Workmen, free Liberty of ingress, egress and regress, from time to time, and at all times seasonable and convenient during the term hereby granted, to enter in and upon the said Messuage or Tenement, Lands, and all and singular other the Premises before in these presents demised, and every part and parcel thereof, to view and see the same, and their Reparations, Defects and Decays thereof, at their free Wills and Pleasures. Exception of Entry to view the Reparations, &c.

Except and always reserved out of this present Demise and Grant, unto the said J. S. his Heirs and Assigns, all Timber, and other Trees, of whatsoever nature or kind, now standing, growing or being, or which during this Demise and Grant, shall stand, grow, or be in or upon the Lands and Grounds hereby demised, or in or upon any part or parcel thereof, with free Liberty of ingress, egress and regress, for him the said J. S. his Heirs and Assigns, and his and their Servants, Labourers and Workmen, Exception of coaling Wood.

Exceptions.

And to
make
Saw-pits,
&c.

men, with all Carts, Wains, Working-Tools, Utensils and Implements, to fell, cut down, hew, square, work out, coard, coal, spoil, convert, load, have, take and carry away the said Timber, Coal, Wood and Stuff thereof, coming, arising or encreasing; and to dig and make Coal-pits, and Places to work in, for the coaling, sawing and converting thereof, in and upon the Lands and Grounds hereby demised, and for that purpose to have and take, cover and quench, of Earth and Fern, in and upon the said Lands and Grounds hereby demised, at his and their free Will and Pleasure, for the better coaling and converting thereof, doing as little hurt or spoil as may be unto the Corn, Grain and Grass, of the said R. P. growing on the demised Premises, from time to time, in converting the said Timber, Trees, and other Trees, according to the true intent and meaning of these Presents.

Exception
of Royalties
and
Game.

And also except, and always reserved out of this Demise and Grant, unto the said J. S. his Heirs and Assigns, the Royalties and Games of Hawking, Hunting, Fishing and Fowling, in and upon the demised Premises, or in or upon any part or parcel thereof, with free Liberty of ingress, egress and regress, for him the said J. S. his Heirs and Assigns, and his and their Servants, to Hawk, Hunt, Fish and Fowl there, at his and their free Wills and Pleasures,

fures, doing no wilful hurt or spoil in the Corn or Grain of the said R. P. growing upon the demised Premises.

And also except, and always reserved out of this Demise and Grant, unto the said J. S. his Heirs and Assigns, All that the Mannor of L. with the Rights, Members and Appurtenances thereof; and All Court-Leets and Court-Barons, and all the Profits of the same Courts; and All Quit-Rents, Fines, Heriots, Services, Reliefs, Amerciaments, Ways, Estrays, Goods and Chattels of Felons, Wrecks of Sea, Deodands and Escheats whatsoever, to the said Manor belonging or appertaining, and free Liberty of ingress, egress and regress, for him the said J. S. his Heirs and Assigns, and his and their Steward to keep Court in the said capital Messuage or Tenement before, in these presents demised, from time to time, during the Term hereby granted, at his and their free Wills and Pleasures, for the said Manor of L. and free Liberty of ingress, egress and regress, for all Servants, Tenants and Suitors, at or to any Court-Leet or Court-Baron, to come, be and continue there, during the continuance of such Court-Leet or Court-Baron, there to be held from time to time, To have and to hold all the said Manor, Messuages, Lands and Tenements, Tythes and Premises, with the Appurtenances before in these presents mentioned, to be demised

Exception
of a Ma-
nor, and of
Courts, &c.

Haben-
dum.

Redden-
dum.

Covenant
for Reen-
try.

Lessee Co-
venants to
pay the
Rent.

unto the said *C. D.* his Executors, Administrators and Assigns, from the Feast of the Annunciation of the blessed Virgin *Mary* last past, before the Date hereof, for, during and until the full end and term of 21 Years, from thenceforth next ensuing fully to be compleat and ended. Yielding and paying therefore yearly, and every Year, during the Term hereby granted unto the said *A. B.* his Heirs and Assigns, the Rent or Sum of 100 *l.* of lawful Money of *England*, at the Feast of *St. Michael* the Archangel, and the Feast of the Annunciation of the blessed Virgin *Mary*, by even and equal Portions. Provided always, That if it shall happen the said yearly Rent of 100 *l.* or any part thereof, to be behind or unpaid, in part or in all, by the space of One and twenty days, after any Feast or day of Payment, on which the same ought to be paid as aforesaid, That then, and at all times after, it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns, into all the said demised Premises, and every part thereof, wholly to reenter, and to have the same again, repossess and enjoy, as in their former Estate, any thing herein contained to the contrary notwithstanding.

And the said *C. D.* doth for himself, his Executors, Administrators and Assigns, Covenant and Grant, to and with the said *A. B.* his Heirs and Assigns, by these Presents, That he the said *C. D.* his Executors, Admini-

Administrators and Assigns, shall and will yearly, and every Year, during the Term hereby granted, well and truly pay or cause to be paid, unto the said *A. B.* his Heirs and Assigns, the yearly Rent of 100 *l.* before in these presents reserved, to be paid at the days and times before herein limited for payment thereof, without fraud or delay.

And also that the said *C. D.* his Executors, Administrators and Assigns, shall and will from time to time, during the Term hereby granted, when and so often as need shall require, well and sufficiently repair, amend, maintain, sustain, fence, scower, cleanse and keep, all the Houses, Barns, Buildings, Posts, Pales, Rails, Gates, Stiles, Hedges, Ditches, Fences and Inclosures, which now are, or during this Demise shall be, in or upon the said demised Premises, And the same so well and sufficiently repaired, amended, maintained, sustained, fenced, scoured, cleansed and kept together, with the Possession of all the said demised Premises, shall and will leave and yield up unto the said *J. L.* his Heirs and Assigns, at the end and term hereby granted.

And also that the said *C. D.* his Executors, Administrators and Assigns, shall and will at the end of the Term hereby granted, leave 30 Acres of the Arable Land hereby demised in a Wheat Lane, fit to be sown with Wheat, in the next year after the end hereby granted.

To leave a
Lane.

And

To pay
4 *l.* per A-
cre for
Marsh or
Meadow
Land
ploughed.

Over and
above the
yearly
Rent.

And also that if the said *C. D.* his Executors, Administrators or Assigns, do or shall at any time during the Term hereby granted, plough, break up, sow or convert into Tillage, any of the Marsh or Meadow Land belonging to, or parcel of the hereby demised Premises, or any part thereof, then the said *C. D.* his Executors, Administrators and Assigns, shall and will yearly, and every year, during all the rest and residue of the time or term hereby granted, as shall be then to come and unexpired, yield and pay unto the said *A. B.* his Heirs and Assigns 4 *l.* of lawful Money of *England*, for every Acre thereof so to be ploughed, broken up, sown or converted into Tillage as aforesaid, for and in the Name of an Over-Rent, or Increase of Rent, over and above the yearly Rent before in these Presents reserved to be paid; And so after that Rate for any greater or less Quantity thereof, so to be ploughed, broken up or converted into Tillage as aforesaid, which said Over-Rent, or Increase of Rent, if any be, shall be paid unto the said *A. B.* his Heirs and Assigns, by equal Portions, at the days limited for payment of the yearly Rent first before in these presents reserved to be paid, the first payment thereof to begin, and to be made, at such of the said Feast days as shall first and next happen after such ploughing, breaking up, sowing or converting into Tillage as aforesaid; and also that the said *C. D.* his Executors,

tors,

tors, Administrators and Assigns, shall and will at their own Costs bear, pay and discharge, all such Duties, Taxes, Assessments and Payments, as shall during the Term hereby granted, be issuing, due or payable out of, or for the said demised Premises, to the Church, Parish and the Poor. To pay Taxes.

And also that he the said C. D. his Executors, Administrators and Assigns, shall and will from time to time, and at all times, during the Term hereby granted, imbare and lay all the Corn, Grain, Hay, Grass, To imbare Corn, &c. Hame, Fern and Fodder, which during the said Term hereby granted shall arise, grow, renew or increase, in or upon the demised Premises, in the Barns and upon the Land and Grounds hereby demised, and not elsewhere; and shall and will also expend And to expend the Dung, &c. and lay all the Compost, Dung and Soil thereof, had, made, coming, growing, arising, renewing or increasing upon the Land and Grounds hereby demised, and not elsewhere, nor otherwise; and shall and will also, at the end of the Term hereby granted, leave upon the demised Premises all upon the Premises. the Compost, Dung and Soil, there made in the last Year of the said Term, to and for the use and benefit of the said A. B. And the said C. D. doth further for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said A. B. his Heirs and Assigns, by these presents, that the said C. D. his Executors, Administrators or Assigns, shall not, and will not, at

Not to lop
any but
pollard
Trees.

at any time, during the Term hereby granted, lop, top or poll any Trees growing in the demised Premises, other than such as have been heretofore usually Lopped, Topped and Polled.

And only a
Twelfth
part.

And that
but once.

And that the said C. D. his Executors, Administrators or Assigns, shall not in any year of the Term hereby granted, Lop, Top or Poll, more than the Twelfth part of the Pollard Trees upon the Premises, nor shall or will in any year of the said Term, fell or cut more than a Twelfth part of the Under-woods, Hedges, Bushes and Hedg-rows there, and shall not again Lop, Top, Poll, Fell or Cut any Trees, Under-woods, Hedges, Bushes or Hedg-rows, which before, during this Demise, shall have been Lopped, Topped, Polled, Felled or Cut.

Not to cut
down Coppice or
Hedg-rows
at unseasonable
times.

And also that the said C. D. his Executors, Administrators and Assigns, shall not at any time, during the Term hereby granted, Lop, Top or Poll any Trees, or Fell or Cut down any of the Coppice, Woods, Hedges or Hedg-rows, which now are, or during this Demise shall be, standing or growing upon the demised Premises, at unseasonable times in the year, or in any Unhusbandrylike Manor, and for the better springing, growing and preserving of the same Hedges, shall and will do his and their Endeavours, for the preserving, nourishing and keeping the Quick-set Hedges, now

be

belonging to the said demised Premises, or such Quick-set Hedges as shall be new planted upon the premises during the Term hereby granted.

And also that he the said C. D. his Executors, Administrators and Assigns shall not at any time during the Term hereby granted in any wise fell or cut upon the demised Premises any Tellows likely to grow up to be Timber-Trees. And the said A. B. doth for himself, his Heirs and Assigns covenant and grant to and with the said C. D. his Executors, Administrators and Assigns by these presents, That the said A. B. his Heirs and Assigns shall and will at their own Cost bear, pay and discharge or allow unto the said C. D. his Executors, Administrators and Assigns all Rent which are, or during this Demise shall be issuing or payable out of or for the demised Premises, or any part thereof, to the Lord or Lords of the Fee and Fees thereof.

Nor to cut Wood likely to be Timber.

Lessor to pay Quit-Rents.

And also all such Duties, Taxes, Assessments and Payments as shall, during the Demise arise, become or grow due out of, for or from the demised Premises, or any part thereof, to the King's Majesty, or for the Defence or publick Use or Occasion of this Realm.

And all publick Taxes.

And also that the said A. B. his Heirs and Assigns shall and will from time to time upon every reasonable Request when and so often

To allow rough Timber for Repairs.

often as need shall require during the Term hereby granted, assign, allow and appoint to and for the said C. D. his Executors, Administrators and Assigns sufficient and convenient Timber rough upon the Stamp, to be had, cut and taken by the said C. D. his Executors, Administrators and Assigns upon the demised premises (if it be there to be had) at seasonable Times in the Year, to be expended, used and employed for and towards reparation and amendment of the Messuage, Barns and Building aforesaid; and also of all the Gates, Posts, Pails and Rails belonging to the demised Premises, and also sufficient Estovers for Carts, Wains, Waggon, Ploughs and Harrows to be used and imployed on the said demised Premises, and not elsewhere.

And sufficient
Cart
Boot, &c.

And the
Tenant to
hold over
the Barn
until, &c.

And also, that the said C. D. his Executors, Administrators and Assigns shall or may hold or enjoy the Barn aforesaid, therein to lay their Corn, Grain and Hay, and Liberty of Ingrefs and Egrefs into and from the said Barn and the Gate-room thereunto adjoyning, to thresh out the said Corn and Grain in the said Barn, and to carry away the same with Carts and Carriages, and the Fodder of the said Corn and Grain, and the said Hay to spend in the said Gate-room with their Cattel until the first day of *May* next after the end of the Term hereby granted, without any Let or Interruption of or by the said A. B. his

Heirs

Heirs or Assigns (the said Executors, Administrators and Assigns then leaving the said Barn well and sufficiently repaired) which to do, the said C. D. doth covenant with the said A. B. by these Presents ; And the said A. B. doth further for himself, his Heirs and Assigns covenant and grant unto the said C. D. his Executors, Administrators and Assigns by these Presents, that for and in Consideration of Thirty and Six Pounds parcel of the yearly Rent ^{Lessor to} ^{accept} ^{Corn for} ^{Rent.} aforesaid, he the said A. B. his Heirs and Assigns shall and will yearly and every Year of the Term hereby granted, accept of Four Loads of good, clean, dry and well winnowed Wheat to be delivered by the said C. D. his Executors, Administrators or Assigns, at E. in the County aforesaid, or such other Place not further distant from S. aforesaid, as the said A. B. shall appoint ; And that the said A. B. shall yearly appoint the time and place of such Delivery ; And the said C. D. doth covenant to deliver the said Four Loads of Wheat accordingly.

And also, That he the said A. B. his Heirs or Assigns shall and will at his and ^{Lessor to} ^{build a new} ^{Barn and} ^{Cart-house,} their own proper Cost and Charges before the One and twentieth day of May next ensuing the Date, hereof, erect and build &c. one new Barn, and one new Cart-house in and upon the demised Premises and the Gate-room thereunto belonging, shall and will

will well and sufficiently inclose and fence with all needful and necessary Inclosures and Fences.

Tenant to
leave the
Pigeon-
house
stock'd.

And also, That he the said *C. D.* his Executors, Administrators and Assigns shall and will at the end of the Term hereby granted, leave the said Dove-house hereby demised, stocked with a Flight of one hundred and fifty Couple of Pigeons at the least, to and for the only sole and proper use and benefit of the said *A. B.* his Heirs and Assigns, and shall and will also at the end of the said Term leave the Pigeon-holes in the said Dove-house well and sufficiently repaired, amended, sustained and kept without Fraud or Delay.

Clauses to make Leases void.

Upon Leases for Lives or Years.

To be void,
if the Les-
see shall be
minded to
sell, &c.

Provided always nevertheless, and it is the true intent and meaning of these Presents, and of the Parties to the same, That if after Five Years the said *I. L.* shall intend and be mindful to sell away the said Messuage, &c. or to have the same in Possession or occupation, and of any such his purpose shall openly leave or give Notice or Warning to or for the said *I. S.* his, &c. at the said Messuage, on any of the usual quarterly Feast Days, of, &c. during the said Term, Then, &c.

That

Conditions of Leases.

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That if the said *R. W.* his Heirs or Assigns within Two Years now next following shall give or cause to be given to the said *S. T.* his Executors, Administrators or Assigns sufficient Notice or Warning to depart from the said Messuage and Premises at the end of the said Term of Two Years to be accounted from the Day of the Date hereof; and also shall pay, &c. That then, &c.

That if the said *R. W.* shall at any time during his natural Life by any Writing to be subscribed by him with his Name or Mark in the presence of Two or more credible Witnesses declare his Mind or Will to be to revoke or make void this present Lease, Then, &c.

That if the said *T. G.* his, &c. and every one of them do not well and truly, during the said Term, pay or cause to be paid to the said *I. S.* his, &c. the said yearly Rent of, &c. at the Days and times above-said, and also well and truly observe, perform, fulfil and keep all the Covenants in these Presents contained, on his or their parts to be performed, fulfilled and kept, according to the true meaning thereof, Then, &c.

That if the said demised Premises, or any part thereof shall be in decay or un-repaired by the space of, &c. next after Notice given, &c. Then, &c.

X

That

Upon De-
fault of
Repairs
after notice
&c.

That if all and every the Default and Defaults for want of Reparation of and in the Premises that at or upon any such View and Search as is aforesaid, shall be found and whereof Notice or Warning in Writing shall be given or left to repair and amend the same in manner as aforesaid, shall not be well and sufficiently repaired and amended from time to time during the said Term of One and twenty Years always within the space of Six Months next after every such Notice or Warning in Writing given or left, as is aforesaid, Then, &c.

If the Les-
see alien,
&c.

That if the said T. G. his, &c. shall at any time, during the said Term, give, sell, grant or alien his or their Estate of and in the Premises hereby created. Then, &c.

If the Les-
see let the
Premises,
&c.
Without
consent, &c.

That if the said T. G. his, &c. shall at any time during the said Term, let the said demised Premises or any part thereof exceeding Ten Acres directly or indirectly for longer time at once than for one year to any person or persons other than, &c. without the Agreement and Consent of the said I. S. his, &c. first had and obtained in Writing under his Hand and Seal for that purpose, Then, &c.

That if the
Lessee die
during the
Term.

That if the said T. G. shall die, or depart this Life, during the said Term, That this present Indenture and all (&c. *ut ante*) shall be frustrate and void. And that then, &c. (*as before in the first Proviso.*)

And many such like Conditions may be used.

REDDENDUMS.

Yielding and paying during the Estate hereby granted

Upon a Lease for Life or Years.

Unto the said *A. B* and his Heirs and Assigns.

To him that hath Fee simple.

Unto the said *C. D.* his Executors, Administrators and Assigns the yearly Rent of 40 *l.* of lawful Money of *England*, on the Four most usual Feasts or Terms in the Year (That is to say) The Feast day of, &c. by even and equal Portions; the first Payment thereof to be made on the Feast day, &c. next and immediately ensuing the Date hereof.

To him that hath but a Lease for years in him. At four quarterly Payments.

Or thus.

The yearly Rent of 40 *l.* of lawful Money of *England* by two equal Payments; That is to say, on the Five and twentieth day of *March*, and the Nine and twentieth Day of *September* in every Year, &c.

At two payments.

Or to the like Effect.

And if it be not said by equal Payments or Portions, yet it shall be so taken.

Yielding and paying, &c. for the first
 5 l. for the first, 10 l. for the rest. Year of the said Term Five Pounds of, &c.
 and for the residue of the Year of the said Term Ten Pounds of, &c.

Note, The Reservations in Leases are oftentimes of divers kinds, and at divers Times.

Divers Reservations.

As of Hens, Capons, Eggs, and the like.

Of Boon Days, as Plow-Days, Harvest-days, &c.

Of Wheat, Barley, &c.

Suit of Court, or Penalty in Default thereof, Heriots of Beasts, or pecuniary, &c.

Of Hens and Capons.

And also yielding and paying, &c. four Hens, four Capons and a fat Lamb yearly at the Feast of, &c.

Of Wheat and Barly.

And yielding and delivering, &c. at the said Messuage or Tenement yearly between the said 25th Day of *March* and 29th of *September*, Ten Bushels of good, sweet, well-cleaned and merchantable Wheat, Corn for part of the first Years Rent or Farm of the said Term; and between the 25th of *March* and 29th of *September* Ten Quar-

Quarters of good, sweet, well-cleansed and merchantable Barley-Corn at the place aforesaid, towards the second Years Rent or Farm of the said Term.

And yielding, &c. Five Boon days, that is to say, two Plough-Days, one Hay-day, and two Harvest days in like manner, as the Copyholders in the Mannor of *A.* in the said Parish of *D.* do and have used to do for their Boon Days.

And also yielding and doing Suit at the Court of the said *I. S.* to be holden for the Mannor of *A.* in the County of *D.* twice every Year during the said Term upon reasonable Summons; and in Default of every such Suit to be hereafter made, yielding and paying for the first Default 6 *d.* for the second 1 *s.* and for every Default after the second Default 2 *s.* of, &c.

And also yielding and paying to the said *I. S.* &c. at and upon the Deceases of every of the said *A. B. C. D.* and *E. F.* dying Tenant in Possession of the Premises, his, her or their best Beast, or other Goods or the Sum of 3 *l.* of lawful Money of *England* at the Election of the said *I. S.* his, &c. for and in the Name of an Herriot.

And also yielding and paying to the said *I. S.* &c. at the Feast of, &c. which shall be in every third Year of the said Term of 21 Years 30 *s.* for a Fine and Heriot.

Reservati-
on to
whom.

 Note, That the Reservation must be to him that maketh the Deed, or to one of them at the least, where there be two or more Grantors; for it cannot be made to one that is a Stranger to the Deed.

Out of
what.

It must be out of Lands, Houses, or some such like corporal thing, and cannot be made upon Fairs, Tithes, or any such like incorporeal Thing, where a Distress may be taken.

It must be reserved out of the thing granted, or some part thereof at the least.

Of what.

And it must be of another thing than what is granted, *viz.* of a Rent or Profit issuing out of the thing granted, and not any part of the thing it self granted.

Estate good
without
Reserva-
tion.

And yet any Estate in Fee for Life or Years may be good without any Reservation of Rent——Except it be in Case of Leases made by Tenant in Tail of his entailed Land, Husband of his Wife's Land, and Churchmen of their Church Land.

During the
Term.

And if it be rendring so much Rent during the said Term, and doth not say to whom, it shall extend to him in Reversion during the Term.

(Yearly)
omitted.

If 20 *l.* be reserved during the said Term, omitting the Word (*yearly*) yet it shall be taken to be yearly during the Term.

Middle of
the year.

So if it be rendring 20 *l.* in every middle of the Year, this shall be paid during the Term.

If the Lease be made in *June*, rendring Rent re-
Rent at *Lady Day* and *Michaelmas*, tho' served at a
Lady Day be first named, yet the first day pass'd.
payment shall be at *Michaelmas* next after
the making of the Deed.

If it be to be paid at *Lady Day*, or with- Day taken
in 20 Days after, the 20th Day shall be exclusive,
taken exclusive; but if it be said by the &c.
space of 20 Days after, it shall be taken
inclusive.

If two Tenants in Common reserve 20 s. Reserva-
Rent upon a Lease, it shall be but one 20 s. tion by
and not two 20 s. and so of the like. Tenants in
Common.

And if Joint-Tenants reserve Rent upon
a Lease to one of them, it shall go to them By Joint-
both——But if Tenant for Life, or he tenants,
in Reversion join in a Lease for Life, or
Gift in Tail by Deed reserving a Rent, it
shall enure to the Tenant for Life only du-
ring his Life, and after to him in Rever-
sion.

*A Lease in Reversion after the Expi-
ration, Surrender or Forfeiture of
another Lease.*

This Indenture, &c. between, &c. Considera-
Witnesseth, That the said, &c. for tion.
and in Consideration of, &c. Hath demised,
&c. All that Messuage or Tenement with Parcels.
the Shops, &c. to the same belonging, situ-
ate, &c. now in the Tenures and Occupa-
tions

A Lease in Reversion, &c.*Habend.**Reddend.*

tions of, &c. which he holdeth by Indenture dated, &c. of the Demise and Grant of, &c. for 31 Years, beginning from the Feast of, &c. then last past (if the said, &c. do so long live) **To have and to Hold** the said Messuage or Tenement with all Shops, &c. unto the said, &c. his Executors, Administrators and Assigns, from the End, Expiration or whatsoever sooner Surceasing or Determination of the said Indenture of Lease, be it by Surrender, Forfeiture or otherwise, which first and next ensuing the Date of these Presents, shall happen, unto the End and Term of 31 Years from thence next ensuing, and fully to be compleated and ended, Yielding and paying, &c. —

[Covenant to re-enter on Non payment.]

[Covenant to repair] Lessor covenants that he is lawful Owner, and that he stands seised, and hath Power to demise —

[Covenant to pay Quit-Rents — For quiet Enjoyment and further Assurance.]

In Witness, &c.

A Lease of an hundred Years in Reversion after a Life, with Covenants for Lessee to convey as Lessor shall appoint, &c. to be void on payment of 10 l. to the Lessee, &c.

Parties.]

This Indenture, &c. between A. B. of one part, and C. D. of the other part,

A Lease in Reversion. &c.

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part, **Witnesseth**, That &c. hath demised, granted, let, and to Farm let, and by Parcel. these Presents doth, &c. All and singular his Mannors, Messuages, Houses, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reversions and Services whatsoever, in the several Towns, Hamlets, Fields and Territories of, &c. in the said County of, &c. or any of them, **To Have and to Hold** *Habend.* the said Mannors, Messuages, &c. to the said C. D. his Executors and Assigns, immediately from and after the Death of E. B. now Wife of the said A. B. for and during the Term of one hundred Years then next following fully to be compleat and ended — Yielding and paying, &c. *Reddend.* Provided always, and upon Condition, That the said C. D. shall not at any time hereafter give, grant, Condition bargain, sell or lease the Premises, or any from Lessee part thereof, to any person or persons, or see not to alien, &c. incumber or charge the same without Licence or Consent of the said A. B. his Executors or Administrators, or some or one of them in that behalf first had and obtained. And also upon Condition that the said C. D. at all and every time and times Condition from Lessee to convey as Lessor shall ap- hereafter upon the Request or Demand of the said A. B. shall lawfully convey and assure all and singular the Premises with the Appurtenances, or any part or parcel thereof to such person or persons as by the said A. his Executors or Administrators shall be named and appointed for and during all such

A Lease in Reversion, &c.

Proviso the
Lease to be
void upon
payment of
10 s.

Warranty

such Interest and Term as shall then be unexpired of the said hundred Years, or for such part or portion thereof, as by the said *A. B.* shall be limited, nominated and appointed. And provided also, and upon Condition, That if the said *A.* his Executors or Administrators at any time hereafter do satisfie, content and pay, or cause to be satisfied, contented and paid, or tendred to be paid unto the said *C. D.* his Executors, Administrators or Assigns, or to any of them the Sum of 10 s. of lawful Money of *England*, at &c. That then this present Lease, Demise, Grant, and every thing therein contained, and the Term and Interest of the said *C. D.* of and in the Premisses and every part thereof, to be void and of none Effect, these Presents, or any thing in the same contained to the contrary thereof in any wise notwithstanding. And the said *A. B.* and his Heirs, and all and singular the Premisses, with all and every their Appurtenances unto the said *C. D.* for and during the Term aforesaid in manner and form aforesaid, and under the several Conditions before expressed, against all People shall and will warrant, and by these Presents defend
In Witness, &c.

A Lease of a House in London.

This Indenture made, &c. between
A. B. of, &c. of the one part, and
C. D. of, &c. of the other part, **Witnesseth,**
 That the said *A. B.* for and in Considera-
 tion of the Sum of One hundred Pounds of
 currant *English* Money to him in Hand paid
 by the said *C. D.* at and before the ensealing
 and Delivery of these Presents, the Receipt
 whereof he the said *A. B.* doth hereby ac-
 knowledge, and himself therewith satisfied,
 and thereof, and of every part thereof doth
 clearly acquit and discharge the said *C. D.*
 his Executors and Administrators and every
 of them by these Presents Hath demised,
 granted, set and to Farm let unto the said *C.*
D. all that Messuage or Tenement with
 the Appurtenances situate, lying and being
 in, &c. commonly called, or known by the
 Name of, &c. now in the Tenure and Oc-
 cupation of the said *C. D.* together with all
 Shops, Cellars, Sollers, Chambers, Rooms,
 Easments, Commodities and Appurtenances
 whatsoever to the said demised Messuage or
 Tenement belonging, or in any ways ap-
 pertaining, **To have and to hold** the said
 Messuage or Tenement and all and singu-
 lar the Premisses with the Appurtenances,
 and every part and parcel thereof to the said
C. D. his Executors, Administrators and
 Assigns

Assigns from the Feast, &c. next coming after the Date hereof, unto the End and Term of Twenty six years from thence next ensuing, and fully to be compleat and ended; Yielding and paying therefore yearly unto the said *A. B.* for so many years of the said Term as he shall live, and afterwards to his Heirs and Assigns during the said Term the yearly Rent of, &c. of current *English Money*, at the Four usual Feasts or Terms in the year; that is to say, at the Feast, &c. by even and equal Portions: And if it shall happen the said yearly Rent of, &c. to be behind and unpaid in part or in all by the space of Fourteen Days next after any of the said Feasts at which as aforesaid, the same ought to be paid; or if the said *C. D.* his Executors or Administrators shall or do at any time hereafter let, assign or set over any part or parcel of the said Messuage or Tenement to any person or persons whatsoever without the special Licence of the said *A. B.* his Heirs or Assigns, or some of them, in Writing under her, his or one of their Hands and Seals; and farther, if the said *C. D.* his Executors, Administrators or Assigns shall alter and change any part of the said Messuage or Tenement to or for the weakning or impairing of the same, or shall remove any principal Timber or Supporters of the said Messuage or Tenement without the Leave and Consent of the said *A. B.* his Heirs or Assigns,

Assigns, or some of them first had and obtained in Writing under their Hands, that then, and so often it shall and may be lawful to and for the said *A. B.* his Heirs or Assigns into the said demised Premises, and into every part thereof to re-enter, and the same to have again, repossess and enjoy as in her, his or their former Estate, this present Indenture of Lease, or any thing therein contained to the contrary therein in any wise notwithstanding. And the said *C. D.* doth covenant, promise and grant for him, his Executors, Administrators and Assigns to and with the said *A. B.* his Heirs and Assigns by these Presents, that he the said *C. D.* his Executors, Administrators and Assigns at his and their proper Cost and Charges the Messuage or Tenement here before by these Presents demised, with the Appurtenances, shall and will repair, sustain, support, amend and maintain, and all the Privies, Sieges and Wydraughts of or belonging to the Premises, and the Glas-Windows, as also the Pavement as well within the said Messuage as without in the High-Street before or belonging to the same, shall at his or their like Cost and Charges well and sufficiently repair, purge, scour, pave, glaze, cleanse, amend and maintain from time to time as often as need shall require during the said Term. And furthermore the said *C. D.* for himself, his Executors, Administrators and Assigns doth

cove-

A Lease of a House

covenant, promise and grant to and with the said *A. B.* his Heirs and Assigns by these presents, That he the said *C. D.* will at his own proper Cost and Charges before the Feast-day of; &c. next coming after the Date hereof; lay out and bestow upon the Repair of the above demised Premises the Sum of, &c. of currant *English* Money in such place and places, part and parts thereof, as the Workmen assigned and appointed by the said *A. B.* or his Heirs or Assigns, or one of them shall order and appoint him; his Executors or Assigns to bestow the same, and the said Messuage or Tenement and Premises so well and sufficiently repaired, paved, scoured, cleansed, glazed, purged, sustained and amended, together with all the Wainscot in any part of the premises now being or remaining, with all Doors, Locks, Keys, Glass and Glass-Windows in or about the said Messuage or Tenement and Premises in good, sufficient and tenantable Reparations at the End of the said Term or any Determination of this Lease shall leave and yield up unto the said *A. B.* his Heirs or Assigns; and the said *C. D.* doth covenant, promise and grant for him, his Executors, Administrators and Assigns by these presents, that it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns with Workmen and others to have and take free Liberty of Ingrefs, Egrefs and Regrefs

in, and to, from the above demised Premises, and every or any part thereof four times a year yearly during the said Term, to view, search and see whether the said Messuage or Tenement and Premises be well and sufficiently repaired, cleansed, scoured, paved, amended and maintained as the same ought to be by the true meaning of these presents, or not; And to give or leave Warning in Writing at the said demised Premises to and for the said C. D. his Executors or Assigns to repair and amend the Defaults therein specified, within three Months then next ensuing. And it is further agreed, that the said C. D. for him, his Executors, Administrators and Assigns doth covenant and grant to and with the said A. B. his Heirs and Assigns by these Presents to pay all manner of Taxes, Assessments, Quit-Rents and Duties whatsoever which shall grow due from the demised Premises during the said Term hereby letten. And the said A. B. doth for himself, his Heirs, Executors, Administrators and Assigns respectively and for every of them covenant, promise and grant to and with the said C. D. his Executors, Administrators and Assigns, paying the said yearly Rent, &c. respectively and successively in manner and form aforesaid, and doing and performing

A Lease for one year, &c.

forming all the other Covenants, Grants, Articles and Conditions above in these Presents declared and specified, which on his and their parts and behalfs are to be performed and kept, shall and may according to the true meaning of these Presents, peaceably and quietly have, hold, occupy and enjoy the said Messuage or Tenement, and all and singular the demised Premisses with the Appurtenances, without any Let, Trouble or Interruption of the said *A. B.* his Heirs or Assigns, or any of them, or of any other person or persons whatsoever lawfully claiming from, by or under her, his or their Right, Title or Interest during the said Term of, &c. by these Presents granted. **In witness,** &c.

*A Lease for one Year to enable to grant
a Release.*

This Indenture, &c. between, &c. Witnesseth, That the said *I. M.* for and in Consideration of the Sum of Five Shillings of lawful, &c. by the said *I. P.* to him in Hand paid at the enfealing and delivery of these Presents, whereof he the said *I. M.* doth hereby acknowledge the Receipt, and himself therewith fully satisfied, and thereof,
and

and of every part thereof doth hereby
acquit and Discharge the said *I. P.* his
Heirs, &c. and for divers other good
Causes and valuable Considerations
him the said *I. M.* thereunto especially
moving, Hath granted, bargained, sold,
assigned and set over, and by these Pre-
sents doth, &c. unto the said *I. P.* all that,
&c. now or late in the Occupation of,
&c. and the Reversion and Reversions,
Remainder and Remainders yearly, or
other Rents and Profits reserved due
and payable upon any Demise or De-
mises, Lease or Leases of the Premises,
and every part thereof, **To Have and
to Hold** the said Messuage or Tenement
and Premises, with their Appurtenances,
unto the said *I. P.* his, &c. from the day
next before the Date of these Presents,
unto the full End and Term of one
whole Year from thence next, &c. and
fully to be, &c. Yielding and paying
therefore unto the said *I. M.* his, &c. the
Rent of one Pepper-Corn at the Feast
of *St. Michael* the Archangel, if the same
be lawfully demanded, to the Intent
and purpose that the said *I. P.* may be
in the actual Possession of the hereby
bargained Premises, and may hereby,
and by Force and Virtue of the Statute
for transferring Uses into Possession, be
enabled to take a Grant or Release of
the Reversion and Inheritance of the
same

A Release.

same to him the said I. P. and his Heirs and Assigns for ever. In Witness, &c.

A Release.

This Indenture, &c. Witnesseth, That the said I. M. for and in Consideration of the Sum of 5 s. of lawful, &c. (*the Receipt*) and for divers other good Causes and valuable Considerations him hereunto, &c. Hath granted, released and confirmed, and by these Presents doth, &c. unto the said I. P. now being in actual Possession by Force and Virtue of a Bargain and Sale to him thereof made by the said I. M. by Indenture bearing Date, the tenth of this present Month *September*, being from the day next before the Date of the same Indenture for one Year, and by Force and Virtue of the Statute for transferring Uses into Possession, and to his Heirs and Assigns, All that Messuage or Tenement, &c. (*as in the Lease*) And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said I. M. of, in and to the same Premises, and every part thereof, **To Have and to Hold** the said Messuage or Tenement, Lands and Premises with their and every of their Ap-

A Release.

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Appurtenances, without Impeachment of any manner of Waste, unto the said J. P. his, &c. for ever, and to no other Use, Intent and Purpose whatsoever. In witness, &c.

Another Lease for Six Months.

This Indenture, &c. between W. N. of &c. on the one part, and E. B. Widow and Administratrix of the Goods and Chattels of R. B. late of, &c. her deceased Husband, on the other part, Witnesseth, That the said W. N. for and in Consideration of the Sum of 5 s. of lawful, &c. to him in hand paid by the said E. B. at and before the Ensealing and Delivery of these Presents, the Receipt whereof the said W. N. doth hereby acknowledge, and himself therewith satisfied, and thereof doth hereby acquit and discharge the said E. B. her, &c. for ever; and for divers other good and lawful Causes and valuable Considerations him thereunto especially moving, Hath granted, bargained, sold, and by these Presents doth, &c. unto the said E. B. All that his Capital Messuage, Tenement or Farm called B. with all Outhouses, Buildings, Lands, Meadows, Feedings, Ways, Water-courses, Commons, Profits and Appurtenances

A Release.

tenances thereunto belonging or appertaining, situate, lying and being in the, &c. and all those three Closes or Parcels of Marsh Ground commonly called or known by the Name of *T. Marsh* in the said Parish of *E.* in the County of *T.* aforesaid, containing together by estimation thirty three Acres more or less, with all and every of them, their and every of their Appurtenances, **To Have and to Hold** the said Messuage or Tenement, Grounds and Premises with their and every of their Appurtenances, to the said *E. B.* her Heirs, &c. for and during the space of six Months from the day next before the Date of these Presents, to the intent the said *E. B.* by Virtue of these Presents, and of the Statute for transferring Uses into Possession, may be capable to accept a Release and Grant of the Premises from the said *W. N.* to her the said *E. B.* and her Heirs. **In witness** whereof, &c.

Note, The Lease must bear Date a day or two before the Release.

Letters of Attorney, Li- cences, &c. and War- rants of Attorney.

*A Letter of Attorney to receive Sea-
mens Wages and Debts, with a
Will annex'd.*

K Now all Men by these Presents,
That I *A. B.* of *C.* in the County
of *D.* Mariner, have constituted and
made, and by these Presents do consti-
tute and make my loving Friend *E. F.*
of *G.* in the County of *H.* Yeoman, my
true and lawful Attorney irrevocable,
to ask, demand, recover and receive
for me and in my Name, and to my
Use, as well of his Majesty's Commil-
ioners of the Navy, as of others in that
behalf authorized, all and singular such
Wages, Sum, and Sums of Money as
now is, or hereafter shall grow due un-
to me for my Wages and Allowances
for Service or otherwise, in any of his
Majesty's Ships, Frigots or Vessels, or
by Merchant, Ship or Ships; As also

all and singular such Rent, Arrearages of Rent, Sum and Sums of Money as now is, or at any time hereafter shall be due unto me by or from any person or persons whatsoever, either by Lease, Bill, Bond, Accompt, Writing, Contract, Word or Promise or otherwise by any Ways or Means whatsoever. And moreover in my Name, and for my own proper Use, to demise, grant and let unto any person or persons (as to my Attorney seems meet and convenient) All or any of my Lands, Tenements or Hereditaments whatsoever, for such time or term of Years (by Lease in Writing or otherwise) and with such Reservations, Limitations, Proviso's and Covenants as my said Attorney shall think fit and expedient, giving and granting to my said Attorney full Power and Authority to act and do in the Premises, as aforesaid, and to receive the same Debts, Rents, Sum and Sums of Money whatsoever, and to use all lawful Ways and Means for Recovery thereof by Suit, Arrest, Attachment, Distress, Imprisonment or other legal Prosecution as the Laws will permit and suffer. And one Attorney or more to substitute, and the same at pleasure to revoke; and to compound, take, order and agree, and to do all other things in the Premises needful, as fully and effectually

effectually as I might or could do if I were personally present, ratifying and allowing all and whatsoever my said Attorney for me, and in my Name, and to my Use shall do or cause to be done in the Premisses, by these Presents. And I the said *A. B.* considering the Uncertainty of this transitory Life, do make and declare these Presents to contain my last Will and Testament, that is to say, First, I commend my Soul into the Hands of my Creator, trusting to have Pardon of my Sins, and to enjoy Everlasting Life, through the Merits of Jesus Christ my Lord and Saviour. *Imp.* I give and bequeath unto &c. *Item* all such Wages, Sum and Sums of Money, Goods, Chattels and Estate whatsoever wherewith at the time of my Decease I shall be possessed or invested, I do give, devise and bequeath unto my said loving Friend *E. F.* whom I do hereby nominate, constitute and appoint to be my full and whole Executor, And hereby revoking all former Wills and Legacies by me at any time made and bequeathed, my Will and Mind is, That these Presents shall stand, remain and abide as my only true and last Will and Testament. Witness my Hand and Seal this 13th Day of *August*, Anno Domini 1700. Annoq; Regni Dom. Willielmi Tertij Dei Gratia Angl', Scoc', Franc' & Hibern',

Hibern' Regis Fidei Defensoris, &c. dug-
decimo.

Signed, sealed, published
and declared in the
presence of

*Letter of Attorney to receive Arrears
of Rent, and to enter for Non-
payment, and let the Estate to
others.*

K Now all Men, &c. That I A. B. of,
&c. for divers good Causes and
Considerations me hereunto especially
moving, have made, ordained, consti-
tuted and appointed, and by these Pre-
sents do make, constitute and appoint,
and in my stead and place put and
depute my Loving Friend C. D. of,
&c. to be my true and lawful Attorney
for me, and in my Name, and to my
own proper Use and Behoof, to ask, de-
mand and require, sue for, recover and
receive all such Debts, Duties, Sum and
Sums of Money, Rent and Rents, and
Arrearages of Rent or Rents, yearly
payments, Money due or to be due up-
on any Bill or Bills of Exchange or
otherwise, and all other Demands what-
soever, which now are, or hereafter
shall be due, payable, or any way be-
longing

longing unto me by or from any person or persons whatsoever or howsoever. And for default of Payment of any Rent or Rents, or Arrearages of Rent or Rents which now is, or hereafter shall be due unto me, to enter into all or any of my Messuages, Lands, Tenements, Hereditaments or any of them, or any part thereof, and to distrain for the same Rent or Rents, Arrearages of Rent or Rents; and for default of payment thereof, to enter into the same or any part thereof and possession thereof, to take and to make, seal and deliver in my Name any Lease or Leases of Ejectment thereupon for any Term or Number of Years, as in such Cases is usual, and to take and use all lawful ways or means for the Recovery of the premises, and to pay any Sum or Sums of Money, and to contract for, let, set, bargain and sell all or any of my Messuages, Lands, Tenements or Hereditaments, Goods, Chattels or Estate whatsoever for any Term or Number of Years or otherwise, as he shall think fit, and to sue, implead and make answer, prosecute and defend in any Court or Courts of Law or Equity; and before any Judges or Justices, or other person or persons in any Suit, Action, Matter or Cause for me or against me, as the Case shall require, and to deal and intermeddle
in

in any Action, Suits, Affairs and Buſi-
neſſes any way touching or concerning
me, as my Agent or Factor, or other-
wiſe giving and by theſe Preſents grant-
ing my ſaid Attorney my full and whole
Power and lawful Authority in the Ex-
ecution and Performance of all and
ſingular the Premiſſes, and to make any
Composition or Agreement for and
concerning the Premiſſes, and to make,
ſeal and deliver, or otherwiſe execute
any Acquittance or Acquittances, or
other ſufficient Diſcharges or Releases
concerning the Premiſſes, or any part
thereof for me, and in my Name, or
otherwiſe, as the Caſe ſhall require;
and Attornies one or more for the pur-
poſe aforeſaid, or any of them under
them to make, and again at their plea-
ſure to revoke, and generally to do,
accompliſh, determine and execute all
and every ſuch further and other lawful
and reaſonable Act and Acts, Thing
and Things, Device and Devices what-
ſoever, which in or about the Premiſſes
ſhall be unto my ſaid Attorney thought
fit to be done, as fully and amply in
every reſpect, as I my ſelf might or
could do if I were perſonally preſent,
ratifying and allowing aſeſſectual what-
ſoever my ſaid Attorney ſhall lawfully
do or cauſe to be done in my Name or
otherwiſe by virtue hereof. In witneſs, &c.

*A Letter of Attorney by the Grantor
to be inserted in a Deed to give
power to deliver Possession and Sei-
sin to the Grantee.*

AND moreover the said *A. B.* hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint, and in his stead put *C. D.* of, &c. his true and lawful Attorney for him, and in his Name and Stead to enter into the aforesaid Lands, Tenements and Premises, or any part thereof, in the Name of the whole, and in his Name and Stead to expel and put out all other person and persons, and full and peaceable Possession and Seisin of the Premises for him, and in his Name and Stead to take, and after such Possession and Seisin so thereof had and taken fully, and in his Name and Stead to deliver over unto the said *E. F.* and his Heirs, or to his certain Attorney, to hold to him and his Heirs, to the only Use of him and his Heirs for ever, according to the true intent and meaning of these presents, ratifying and confirming whatsoever my said Attorney shall do in the premises. In witness, &c.

Or

*Or thus, To receive Possession or Seisin
of Lands.*

K Now all Men, &c. *I A. B. of, &c.* have made, ordained, constituted and deputed, and by these presents do make, ordain, constitute, and in my stead and place put and depute *C. D. of, &c.* my true and lawful Attorney, for me and in my Name to take full and peaceable possession and Seisin of all that Messuage or Tenement, &c. which by Indenture bearing Date the, &c. was granted, bargained, sold, aliened, enfeoffed or confirmed, or mentioned to be granted, enfeoffed and confirmed unto me the said *A. B.* and my Heirs and Assigns, to the Use of me and my Heirs by *E. F. of, &c.* to take and receive to and for my Use of the aforesaid *E. F.* or his certain Attorney in this behalf, ratifying and confirming whatsoever my said Attorney shall lawfully do or cause to be done in my Name concerning the premisses. In witness, &c.

The

*The like by the Grantee, to receive
and take Livery and Seisin, and
the same to keep for his Use.*

K Now all Men, &c. That I A.B. of, &c. for divers good Causes and Considerations me thereunto moving, have made, constituted, and in my place put C.D. of, &c. my true and lawful Attorney, to enter into the Messuage, Tenements, &c. mentioned in one Indenture bearing Date, &c. made between, &c. purporting a Feoffment of the said Premises to me and my Heirs, and Possession and Seisin thereof, for me and to my use, to take, receive and keep, according to the Tenor, Form and Effect of the said Indenture; ratifying and by these Presents confirming all and whatsoever my said Attorney shall do, or cause to be done, in the Premises, as fully and effectually as I could do, if I were personally present, &c. In Witnes, &c.

*See in the Table for the manner of taking
and indorsing Livery of Seisin and
Attornment of Tenants.*

*A Letter of Attorney in common Form
to receive Debts.*

K Now all Men by these Presents, That I *M. B. Gent.* have assigned, ordained and made, and in my stead and place by these Presents, put and constituted my trusty and well-beloved Friend *W. C. Citizen* and Haberdasher of *London*, to be my true and lawful Attorney, for me, and in my Name, and to my Use, to ask, sue for, levy, require, recover and receive of *F. S. &c.* all and every such Debts and Sums of Money which are now due unto me, by any manner of ways or means whatsoever, giving and granting unto my said Attorney my whole power, strength and authority in and about the Premises, and upon receipt of any such Debts, or Sums of Money aforesaid, Acquittances or other Discharges, for me and in my Name, to make, seal and deliver, and all and every such Act and Acts, Thing and Things, Device and Devices whatsoever in the Law, for the Recovery of all or any such Debts, or Sums of Money as aforesaid, for me and in my Name to do, execute and perform,

Letters of Licence, &c.

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as fully, largely and amply in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were in my own Person present, ratifying, allowing and holding firm and stable, all and whatsoever my said Attorney shall lawfully do, or cause to be done, in or about the execution of the Premisses, by virtue of these Presents. In Witness, &c.

A Letter of Licence.

TO all People to whom these Presents shall come, We *L. J. D. M. R. T.* &c. whose Names and Seals are here subscribed and set, being Creditors of *R. W.* Clockmaker, send Greeting : Whereas the said *W.* is indebted unto us the said Creditors, in divers Debts and Sums of Money, which by reason of many Losses and other Hindrances to him happened, he is unable at present to pay and satisfy us our said Debts, without some favour or respite of time by us given to him in that behalf. Know ye therefore, That we the said Creditors, and every of us, do by these presents give and grant unto the said *R. W.* our full Licence, Liberty and safe Conduct, to come, go, pass, return and abide, in and about the City of *London*, and elsewhere, within the Realm of *England*, with his Goods and Chattels, about any of his Affairs

fairs and Business, at his free Will and Pleasure, from the day of the Date hereof until the Fifteenth day of *March* next ensuing, without let, trouble, hindrance, molestation, or any other disturbance whatsoever by us the said Creditors, or any of us, or by our or any of our means, consent or procurement. And we the said Creditors, severally and respectively, for himself, his Executors and Administrators, and not joyntly or one each for another, do covenant and grant to and with the said *R. W.* by these presents, That if the said *R. W.* shall, before the said Fifteenth day of *March*, be arrested, detained, troubled or molested, by any of us the said Creditors, or by any of our means or consent, Then these presents shall be unto the said *R. W.* his Executors and Administrators, a good and sufficient general Release in Law and Equity against him, her or them of us only, by whom or by whose means, or for whose Debts, the said *R. W.* shall be so arrested, detained, molested or troubled. Provided always, That if all the Creditors above named shall not subscribe and seal these presents, that the Liberty or Licence hereby given and granted, and every Clause, Matter and Thing above herein contained and mentioned, shall be to all intents and purposes absolutely void, and of none effect, any thing above herein contained to the contrary notwithstanding. In Witness whereof we the said Creditors

Creditors have hereunto set our Hands and
Seals. &c.

*A Warrant of Attorney to confess a
Judgment in the Common Pleas.*

TO *A. B. C. D. E. F. &c.* Gentlemen,
Attorneys of his Majesty's Court of
Common Pleas at *Westm'* or to any one of
them, or any other Attorney of the same
Court; These are to desire and authorize
you, or any of you, to appear for me *R.*
M. of London, Gent. in the said Court, at
the Suit of *S. R. of, &c.* in *Easter Term*
now next ensuing, and confess a Judgment
against me unto him for the Sum of *1000*l.**
Debt, besides Costs of Suit, by *Non sum*
informatus; nil dicit, or otherwise; and
for your or any of your so doing, this shall
be your sufficient Warrant. Witness my
Hand and Seal this, &c.

Note, *You may after the Direction afore-*
mentioned add this following; and it is
a Warrant in the King's Bench.

To *A. B. C. D. &c.* Gentlemen; Attor-
neys of his Majesty's Court of King's Bench
at *Westminster*, or any one of them, or
any other Attorney of the same Court.

A Warrant of Attorney to acknowledge Satisfaction upon Record for a Judgment recorded formerly.

*To A. B. C. D. and E. F. Gentlemen,
Attorneys in his Majesty's Court of
Common Pleas at Westminster, or
to any one of them; or to any other
Attorney of the same Court.*

WHereas I R. M. of, &c. in Easter Term now last past, did obtain and recover a Judgment in the said Court of Common Pleas, against T. R. of, &c. for 500*l.* Debt, and 30*s.* for Damages or Costs of Suit, as by the Records thereof remaining in the said Court more at large may appear, of and for which said Judgment, and the Debt and Damages thereby recovered, I the said R. M. do hereby acknowledge my self to be fully satisfied and contented. These are therefore to intreat and authorize you, or any of you, to acknowledge Satisfaction upon Record in the said Court, of and for the said Judgment, and the said Debt and Damages thereby recovered. And this my Writing shall

shall be your or any of your sufficient Warrant and Discharge in this behalf. In Witness whereof I the said R. M. have hereunto set my Hand and Seal. This, &c.

This Warrant, altering the Stile of the Court, will serve to acknowledgo Satisfaction in the King's Bench Court at Westminster.

A Warrant of Attorney to appear, &c.

To A. B. C. D. and E. Attorneys of the Court of Common Pleas at Westminster, or any of them.

THEse are to authorize you, and I do hereby desire you, or either of you, to appear for me R. M. in the said Court, at the Suit of S. W. in an Action of, &c. and to impart unto the said Action, and afterwards to plead, &c. and for your so doing this shall be your Warrant. Witness my Hand and Seal this day of 1700.

Note, The same Warrant will serve for the King's Bench, by changing the Stile of the Court.

A Warrant of Attorney to confess a Judgment of a precedent or subsequent Term, according to modern Practice.

To Mr. A. B. C. D. and E. F. Attornies of the Court of Common Pleas at Westminster, joyntly and severally, or to any other Attorney of the same Court.

THese are to desire and authorise you the Attornies above named, or any of you, or any other Attorney of the Court of Common Pleas, to appear for me *G. H.* of, &c. Gent. in the said Court, [*as of Michaelmas Term last past, Hilary Term, or Easter Term next, or any other subsequent Term.*] And then and there to receive a Declaration for me in an Action of Debt, [*or you may say Debt upon Bond, if there be a Bond*] for One hundred and Ten Pounds, at the Suit of *J. K.* Gent. And thereupon to confess the same Action, or else
to

to suffer a Judgment by *Non sum infor-*
matus, or otherwise, to pass against me in
the same Action, and to be thereupon
forthwith entred up against me of Record
for the said Debt, besides Costs of Suit.
And for your so doing this shall be to you,
or any one of you, or to any other Attorney
as aforesaid, yours, his, their or any of their
sufficient Warrant. In Witness whereof I
have hereunto set my Hand and Seal the
day of in the year of
the Reign of our Sovereign Lord *William*
the Third, by the Grace of God, of Eng-
land, Scotland, France and Ireland King,
Defender of the Faith, &c. *Annoq; Dom.*
1700.

*Sealed and delivered
in the Presence of*

*Note, If you only say Debt when it is
upon a Bond, then the Declaration is
generally a Mutatus for Money bor-
rowed; but if you say Debt upon Bond,
then the Declaration is upon the Bond.*

A Warrant of Attorney to confess a Judgment in Chancery for privileged Persons.

To, &c. or to any other of the Six Clerks belonging to his Majesty's High Court of Chancery.

WHereas I *A. B.* of, &c. became bound by Obligation, bearing even Date with these Presents, to *C. D.* of, &c. in the penol Sum of, &c. for the payment of, &c. of lawful Money, on or before the, &c. if in case I the said *A. B.* do not satisfy and pay, or cause to be paid, unto the said *C. D.* his Executors or Administrators, the Sum of, &c. on or before the, &c. Then I the said *A. B.* do hereby warrant and authorize you the said, &c. or any other of the said Six Clerks, to appear for me at the said Court, unto an Action or Suit there to be brought or commenced against the said *A. B.* by the said *C. D.* his Executors or Administrators, upon the said Obligation, and thereupon to acknowledge and confess a Judgment in *Hilary* Term nex ensuing the Date hereof; and for so doing this shall be your sufficient Warrant. Witness my Hand Seal, &c.

Mer-

Merchants Affairs.

A Charter-Party.

*Where the Ship is to take in her first
Lading at several Ports.*

THis Charter-Party indented of Af-
freightment made the, &c. between
A. B. Citizen and Merchant of *London*,
Owner of the good Ship called the *R.* of
London, of the Burthen of 150 Tuns, or
thereabouts, riding at this present on the
River of *Thames*, within the Port of *Lon-*
on, (whereof is Master under God for this
Voyage *B. M.*) on the one Part, and *C.* The hire
D. of *London* Merchant, on the other Part; of the
Witnesseth, That the said *A. B.* hath gran-^{Ship.}
ted and letten the said Ship to freight to
the said *C. D.* and the said *C. D.* hath hi-
red the said Ship for a Voyage to be made
by God's Grace in Manner and Form fol-
lowing: That is to say,

The said *A. B.* for himself, his Execu- The time
tors and Administrators, doth covenant and limited for
grant by these Presents, to and with the her La-
said *C. D.* his Executors and Administra- ding.
tors, and either of them, in Manner and
Form following; that is to say, That the
Z 4 said

Exceptions
of Lading.

said Ship shall ride and tarry within the River of *Thames*, in the Port aforesaid, until the Twentieth day of, &c. next ensuing the Date hereof, and shall receive into her all such Goods, Wares and Merchandizes, which it shall please the said *C. D.* his Factors or Assigns, there to charge and lade into and aboard her, before the said Twentieth day of, &c. and not to receive into the said Ship before her departure any of the Goods or Merchandizes of any other Person or Persons whatsoever, (except of the said *C. D.*) without the special consent and agreement of the said *C. D.* his Factors or Assigns, first thereunto had and obtained ; except, &c.

More Lading at
another
place.

That the said Ship, with the first good Wind and Weather that God shall send next after the said Twentieth day of, &c. shall depart and sail from the Port of the said City of *London*, with the said received Goods of the said *C. D.* (the Perils and Dangers of the Sea excepted) unto *P.* within the Realm of *England*, where she shall tarry and abide the space of Ten days next ensuing her first arrival there, at an Anchor, there to receive into her all such other Wares, Goods and Merchandizes, which it shall please the said *C. D.* his Factors and Assigns, there to lade in and aboard her during the said time, and which she may and can safely stow and carry, over and besides her Victual, Tackle, Apparel

parel and Furniture, and over and besides the said Goods by her received at *London*, as aforesaid.

And moreover that the said Ship, with the first good Wind and Weather that God shall send, next after the end and expiration of the said Ten days, shall directly sail (the Dangers and Perils of the Sea excepted) from *P.* aforesaid unto *C.* within the Realm of *S.* as near to the said Town as she may safely arrive, to make her right Discharge, where the said Ship shall tarry by the space of Fifty days next ensuing her first arrival there at an Anchor, as well to discharge the said Goods received into her within the said Port of *London*, and at *P.* as aforesaid; as also to relade and recharge into her the said Ship 150 Tuns, in the whole of such Goods, Wares and Merchandizes, as it shall please the said *C. D.* his Factors or Assigns there, within the said Fifty days, to lade in and aboard the said Ship before her departure; and not there to receive any other Goods of any other Person or Persons whatsoever, except what shall be laded as aforesaid.

The Place for discharge and relading.

The time given.

Nevertheless it is agreed by and between the said Parties to these Presents; And the said *A. B.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors and Assigns, by these Presents; That if the said *C. D.* his Factors or Assigns, cannot

Further time to lade,

cannot within the said Fifty days lade the Ship at C. as aforesaid, that then the said Ship shall there tarry, and abide the space of Ten days, next after the End and Expiration of the said Fifty days.

Places for
her home
discharge.

And that the said Ship, being as is before mentioned, laden at C. aforesaid, shall with the first good Wind and Weather that God shall send, next after the Expiration of the said abiding days, or so soon as she shall be laden, directly sail from thence (the Dangers and Perils of the Sea excepted) and apply to *Y.P.* or *London*, or such of the said Places where it shall please the said Merchant, his Factors or Assigns, that the said Ship shall make her discharge.

To charge
and dis-
charge the
Ship within
Time li-
mited.

And the said C. D. for himself, his Executors, Administrators, Factors and Assigns, and for every of them, doth covenant and grant by these Presents, to and with the said A. B. and E. F. and either of them, their and either of their Executors, Administrators and Assigns, that he the said C. D. his Executors or Assigns, shall and will within the said Ports of *London* and *P.* charge and lade the said Ship, within the Times before limited and appointed for the same, and shall and will discharge and relade the said Ship at C. aforesaid, within the Kingdom of S. within the Times before limited and appointed for the same: And shall and will discharge and unlade the

the said Ship at *London* or *P.* aforesaid, within the Time and Space of, &c.

And also that he the said *C. D.* his Factors or Assigns, shall and will within the said abiding days, at *C.* aforesaid, and so soon as the said Ship shall be there as is aforesaid laden, give notice unto the said Master, or his Assigns, where the said Ship shall make her right Discharge; that is to say, whether at *T.* or at *P.* or at *London* aforesaid.

And that the said *C. D.* his Factors or Assigns, shall well and truly pay, or cause to be paid, unto the said *A. B.* his Executors or Assigns, for every Tun of the said Ships lading, that shall be discharged at *C.* aforesaid, the Sum of, &c. of lawful Monies of *England*; and for every Tun that shall be discharged or unladen out of the said Ship at *T.* or *P.* or at *London* aforesaid, the Sum of, &c. of like Monies; which said Monies shall be paid in Manner and Form following: That is to say, The one Moiety thereof within Ten days next after the said Discharge of the said Ship at *T.* or *P.* or at *London* as aforesaid: And the remaining Moiety thereof within One month next after the End and Expiration of the said Twenty days, together with Pety-loadmenage, Primage and Average, wont and accustomed.

And

Payment
for Demor-
age.

And that the said *C. D.* his Factors or Assigns, shall and will, for every day that that the said Ship shall tarry and abide at *C.* aforesaid, over and above the said Fifty days, truly pay or cause to be paid to the said *A. B.* his Executors, Administrators or Assigns, the Sum of, &c. of lawful Money of *England*, at the day and time when the last Monies payable for the Freight of the said Ship is to be paid, by the true intent and meaning of these Presents.

That the
Ship shall
be able to
receive in-
to her 150
Tun, and
be well
furnished,
&c.

And the said *A. B.* doth covenant, grant and warrant, by these Presents, to and with the said *C. D.* that the said Ship shall be able to receive into her Under-hatches at *C.* aforesaid, over and besides her Victual, Tackle and Apparel, the said Quantity of 150 Tuns, and that the said Ship is and shall be strong and stanch, and well and sufficiently victualled, tackled, apparelled and furnished with Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Gun-shot, Gun-powder, Artillery, Tackle, Apparel, Boat and Furniture, meet and convenient for such a Ship, and for such a Voyage, together with an able Master, Thirty able Seamen, and Three Boys; which Men and Boys, (or so many of them as shall be useful) shall be ready at all times convenient, during the said Voyage, with the Cock or Boat of the said Ship, to serve the said *C. D.* his Factors or Assigns, to and from the Land.

And

And to the performance of all and singular the Covenants, Grants, Articles, Agreements, and other things herein before contained, by and on the part and behalf of the said *A. B.* his Executors or Administrators, to be done and performed as aforesaid, the said *A. B.* binds himself, his Executors and Administrators, and also the said Ship, with her Tackle, Apparel and Furniture, unto the said *C. D.* his Executors, Administrators and Assigns, in the penal Sum of 1500 *l.* of lawful Moneys of *England*, by these Presents, to be well and truly paid unto the said *C. D.* his Executors, Administrators or Assigns, upon the Non-performance or Non-observance of any of the said Covenants and Agreements, on his part to be done and performed, according to the intent and true meaning of these Presents.

The like from *C. D.* who is to bind himself, his Executors and Administrators, and his Goods and Chattels, in the like penalty of 1500 *l.* to perform his Covenants,&c. In Witness,&c.

*A Bill of Adventure for Money in a
Voyage to the East-Indies.*

The intended
Voy-
age.

The Money
adven-
tured.

How to be
employed.

TO all, &c. I *A. B.* of *London*, &c. do send Greeting : Whereas I the said *A. B.* do intend by God's Grace to make a Voyage unto the *East Indies*, in the good Ship called the *W. and M.* being now thither bound, whereof is Master under God *C. D.* And whereas *E. F.* of, &c. the day of the Date hereof, hath paid and delivered unto me the said *A. B.* the Sum of Sixty Pounds of lawful Monies of *England*, whereof I do hereby acknowledge the Receipt ; the Adventure of which said Sixty Pounds, the said *E. F.* is content and agreed to bear and stand to out and home.

Now know ye, That I the said *A. B.* do covenant and grant, for me, my Executors and Administrators, to and with the said *E. F.* his Executors, Administrators and Assigns, by these Presents, That I the said *A. B.* my Executors, Administrators or Assigns, shall and will dispose, convert and employ, the said Sixty Pounds, to and for the best and most benefit and advantage of the said *E. F.* his Executors, Administrators or Assigns, according to the best of my Skill and Knowledge in the said Voyage.

And

Merchants Affairs.

351

And also that I the said *A. B.* my Executors, Administrators or Assigns, within Thirty days after my return from the said Voyage, or the Arrival and Discharge of the said Ship, within the Port of *London*, which shall first happen, shall not only give and deliver unto the said *E. F.* his Executors, Administrators or Assigns, a just and true Accompt of the Disposition and Management of the said Adventure; but also truly pay and deliver, or cause to be paid and delivered, unto the said *E. F.* his Executors, Administrators or Assigns, all such Money and Proceed, as shall appear to be due and coming to him the said *A. B.* his Executors, Administrators or Assigns. In Witness, &c.

The Form of a Bill of Bottombry.

TO all, &c. I *A. B.* Owner and Master of the good Ship called, the *M.* of *London*, of the Burthen of 150 Tuns, or thereabouts, now riding at Anchor on the River of *Thames*, within the Port of *London*, and bound for a Voyage to *B.* in The Voyage to *France*, and from thence to return back to *London*, to make her Discharge, do send greeting.

Whereas I the said *A. B.* at the sealing and delivery hereof, am necessitated to take up, upon the Adventure of the said Ship,

To make
Accompt,
&c.

The Money

Ship, the Sum of Sixty Pounds of lawful Money of *England*, for setting forth the said Ship to Sea, and for furnishing of her with Provision and Necessaries for the said Voyage, which said Sum of Sixty Pound C. D. of *London*, Merchant, hath at my Request supplied, and lent unto me, at Ten Pound for the said Sixty Pound, during the said Voyage.

The Voy-
age.

Now know ye, That I the said *A. B.* do for me, my Executors and Administrators, covenant, promise and agree, to and with the said *C. D.* his Executors and Administrators, by these Presents; That the said Ship shall, with the first good Wind and Weather that God shall send, after the Twelfth day of this present Month of *June*, depart from the said River of *Thames*, and shall by God's Blessing directly, as Wind and Weather shall serve, proceed and sail unto *B.* in *France*, and having there tarried until, &c. and the Opportunity of a Convoy, or being sooner dispatched (which shall first happen) shall depart from thence, and shall by God's Blessing, as Wind and Weather serve, from thence directly sail, return and come back, to the River of *Thames* to finish and her Voyage.

To repay
the Money
lent.

And I the said *A. B.* do, for the Consideration aforesaid, bind my self, my Heirs, Executors, Administrators, Goods and Chattels, and namely, the said Ship, with
the

the Freight, Tackle and Apparel, of the same, to pay unto the said *C. D.* his Executors, Administrators or Assigns, the Sum of Seventy Pounds of lawful Monies of *England*, within One and thirty days next after the Return and safe Arrival of the said Ship, in the said River of *Thames*, from the said intended Voyage.

And I the said *A. B.* do for me, my Executors and Administrators, covenant and grant to and with the said *C. D.* his Executors and Administrators, by these Presents; That I the said *A. B.* at the en- sealing and executing of these Presents, am true and lawful Owner and Master of the said Ship, and have power and authority to charge and ingage the said Ship, as aforesaid; and that the said Ship shall at all times after be lyable and chargeable for the Payment of the said Seventy Pounds, according to the true intent and meaning of these Presents.

And finally it is hereby declared and agreed, That in case the said Ship shall be lost, miscarry or cast away, which God forbid, before her next Arrival on the said River of *Thames*, from the said intended Voyage, that then the said Payment of the said Seventy Pound shall cease and determine; and the Loss thereof be wholly born and sustained by the said *C. D.* his Executors and Administrators; and that then, and from thenceforth, every Matter and

That he is Owner.

If the Ship miscarry, the 70 l. Pound to be lost.

A a

Thing

Thing herein before contained, on the part and behalf of the said *A. B.* shall determine and be utterly void, any thing herein before contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

Note, You may make a Bond for the Performance of Covenants; or you may charge the Ship by Bargain and Sale in the same Deed, as follows.

And for the Consideration aforesaid, and for the better performance of all and singular the Premissess, on my Part to be done and performed, according to the true intent and meaning of these Presents: I the said *A. B.* have bargained and sold, and by these Presents do bargain and sell, unto the said *C. D.* his Executors and Administrators, all the said Ship, and the Tackle, Ammunition, Ordnance, Apparel and Furniture thereunto belonging.

Proviso to
make void
upon Pay-
ment, &c.

Provided nevertheless, and upon Condition, That if the said *A. B.* his Executors or Administrators, shall well and truly pay, or cause to be paid, unto the said *C. D.* his Executors, Administrators or Assigns, the said Seventy Pounds, and every part thereof, according to the intent and true meaning of these Presents, and likewise perform the Covenants herein before contained on his and their Part to be done and performed: That then this present Bargain and Sale

Sale of the said Ship and Premises, and every Matter and Thing therein contained, shall cease and be void, and of none effect to all intents and purposes; any thing herein before contained to the contrary thereof in any wise notwithstanding, &c.

If you give a Bond for Performance of Covenants, it may be after this manner.

Novijint universi, &c. in 200 l.

THE Condition of this Obligation is such, That if the above-bounden *A.* *B.* his Executors, Administrators or Assigns, shall and do well and truly observe, perform, pay, fulfil and keep, all and every the Covenants, Grants, Articles, Payments and Agreements, and all things which on his or their parts and behalfs are, or ought to be observed, performed, paid, fulfilled and kept, mentioned and contained, in a certain Writing, or Bill of Bottombry or Adventure, of the Date above-written, made by and from the said *A. B.* by the Name of *A. B.* of, &c. Owner and Master of the good Ship called the *M.* of London, of the burthen of 150 Tuns, or thereabouts, now riding at Anchor in the River of *Thames*, unto the above-named *C. D.* in and by all things, according to the

A a z

pur-

purport and true meaning of the said Writing, or Bill of Bottombry or Adventure, that then, &c.

The late
Act for Ar-
bitration.

Note, That by the Stat. 9 & 10 W. 3. cap. 15. after the 11 May, 1698. All Merchants and Traders, and others, desiring to end any Controversy, Suit or Quarrel (for which there is no other Remedy but by personal Action or suit in Equity) by Arbitration may agree, That their submission of the Suit to the Award or Umpirage of any Person or Persons, should be made a Rule of any of his Majesty's Courts of Record, which the Parties shall chuse, and may insert such their Agreement in their Submission, or the Condition of the Bond or Promise; and upon producing an Affidavit of such inserting, and upon reading and filing such Affidavit in the Court so chose, the same may be entered of Record in such Court, and a Rule of Court shall thereupon be made, that the Parties shall submit to, and finally be concluded, by such Arbitration or Umpirage: And in case of disobedience thereto, the Party neglecting or refusing, shall be subject to all the Penalties of contemning a Rule of Court, and Process shall issue accordingly, which shall not be stopt or delayed, unless it appear upon Oath, that the Arbitrators or Umpire misbehaved themselves, and that such Award was corruptly
or

or unduly procured : In which case such Arbitration or Umpirage shall be void and set aside , by any Court of Law or Equity ; so as such Corruptions, or undue Practices, be complained of in the Court where the Rule is made for such Arbitration, before the last day of the next Term after such Arbitration made and published to the Parties.

A General Release.

K Now all Men by these Presents, That I *A. B.* of *C.&c.* have remised, remitted, released, and for ever quit, claimed ; And by these Presents do remise, release, and for ever quit, claim unto *D. E.* of *&c.* his Heirs, Executors and Administrators, all and all manner of Action and Actions, Cause and Causes of Action, Suits, Bills, Bonds, Writings obligatory, Debts, Dues, Duties, Accompts, Sum and Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies , Trespasses, Damages and Demands whatsoever, both in Law and Equity, or otherwise howsoever, which against the said *D.E.* I ever had , and which my Heirs, Executors or Administrators, shall or may have, claim, challenge or demand, for or by reason or means of any matter, cause or thing whatsoever, from the beginning of the World unto the day of the

A Releases, &c.

date of these Presents. In Witness whereof I have hereunto set my Hand and Seal, the First day of *February*, in the Twelfth year of the Reign of our Sovereign Lord *William* the Third, by the Grace of God, of *England, Scotland, France and Ireland* King, Defender of the Faith, &c. *Annoq; Dom.* 1700.

*Sealed and delivered
in the Presence of*

*A Release with an Exception of
some Bonds, &c.*

K Now all Men by these Presents, That I *W. H.* &c. have remised, released and discharged; and by these Presents do for me, my Heirs, Executors and Administrators, remise, release and discharge, unto *R. C.* of, &c. all and all manner of Debts, Sums of Money and Demands, Bills and Bonds whatsoever, between me the said *W. H.* and the said *R. C.* for any matter or thing whatsoever, before the day of the date hereof, (excepting two Bills, one bearing date the, &c. day of, &c. for payment of Ten Pounds on the, &c. next coming, and the other for payment of Five Pounds on the, &c. day of, &c. now next coming.) In Witness, &c.

A Re

*A Release of Errors upon a Judgment
in the Common Bench.*

K Now all Men by these Presents, That
I *A. B.* of *L.* Gent. have remised,
releated, and for ever quit, claimed; and
by these Presents do remise, release, and for
ever quit, claim unto *W. H.* of *G.* in the
County of *M.* Esq; his Executors, Admini-
strators and Assigns, all and all manner of
Error and Errors, Cause and Causes of Er-
rors, Misentries, Mistakes and Jeofails what-
soever, which is or hath happened in the
Record or Proceedings of one Judgment for
Six hundred Pounds Debt, and Thirty Shil-
lings for Damages or Costs of Suit, which
is obtained and gotten against me the said
A. B. at the Suit of the said *W. H.* in his
Majesty's Court of Common Bench at *West-*
minster, in *Easter* Term now last past, for
or by reason of the not suing out or filing
of an Original Writ, or the filing a War-
rant or Warrantis of Attorney, or other
Fault in any of the Entries or Proceedings
thereupon, or relating thereunto. In Wit-
ness, &c.

The like may serve for the King's Bench,
mutatis mutandis.

A Release of a Proviso.

K Now all Men by these Presents, That I *A.B.* of, &c. for divers good Causes and Considerations me hereunto moving, have remised, released and quit, claimed; and by these Presents for me, my Executors and Assigns, do remise, release, and for ever quit, claim unto *R. W.* of, &c. his Heirs, Executors or Assigns, as well one Proviso or Condition, contained and comprized in one pair of Indentures of bargain and sale, bearing Date the, &c. in the, &c. made between me the said *A.B.* of the one part, and the said *R. W.* of the other part; as also all and all manner of Actions and Suits, Cause and Causes of Actions and Suits, for or concerning the said Proviso. In Witness, &c.

A Release of all Legacies and Demands, given and bequeathed by ones last Will and Testament.

K Now all Men by these Presents, That I *T. B.* of, &c. Widow, have remised, released and quit, claimed; and by these Presents do for me, my Executors and Administrators, remise, release, and for ever quit, claim unto *H. B.* Gent. and *N. N.* Citizen,

Citizen, &c. Executors, &c. and either of them, their Executors, Administrators and Assigns, of and from all Legacies, Gifts, Bequests, Sum and Sums of Money and Demands whatsoever, bequeathed and given unto me the said *T. B.* in and by the last Will and Testament of *R. B.* &c. deceased; and of and from all manner of Actions and Suits, Cause or Causes of Actions and Suits, Sum and Sums of Money, Debts, Duties, Reckonings, Accompts and Demands whatsoever, which *I* the said *T. B.* ever had, now have, or that *I*, my Executors or Administrators, can or may, at any time or times hereafter, have, challenge or demand, against the said *H. B.* and *N. N.* or either of them, their and every of their Executors, Administrators or Assigns, or by reason of any matter, cause or things whatsoever, from the beginning of the World unto the day of the Date hereof. In Witness, &c.

A Release from Two Joynt-Purchasers to the other Two.

TO all to whom these Presents shall come, *W. R.* of, &c. Gent. and *T. L.* of, &c. Esq; send greeting: Know ye, That the said *W. R.* and *T. L.* for good Considerations them hereunto moving, have remised, released, and for ever quit, claimed; and

and by these Presents do, for them or either of them, their and either of their Heirs, remise, release, and for ever quit, claim unto *J. S.* of, &c. and *G. P.* of, &c. their Heirs and Assigns, all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of them the said *W. R.* and *T. L.* of, in and to all that Manor of, &c. with the Rights, Members and Appurtenances thereof; and of, in and unto all and singular other the Manors, Lordships, Lands, Tenements and Hereditaments, which in and by one Indenture inrolled in the Chancery, bearing Date, &c. made between *R. T.* of, &c. of the one part, and the said *W. R. T. L. J. S.* and *G. P.* on the other part, were granted, bargained and sold, or mentioned or intended to be thereby granted, bargained and sold, unto the said *W. R. T. L. J. S.* and *G. P.* and their Heirs, and of, in and unto every part and parcel of them, every or any of them. In Witness, &c.

A brief

A brief Release of Interest of Lands.

TO all, &c. *R. E.* of, &c. sendeth greeting: Know ye, That the said *R. E.* for and in Consideration of the Sum of, &c. to him in hand paid by *T. H.* of, &c. hath given, granted, remised, released and quit, claimed; and by these Presents doth, &c. unto the said *T. H.* all his Estate, Right, Title, Interest, Term of years, Claim and Demand whatsoever, which he the said *R. E.* now hath, or may claim to have of, in or to one Messuage or Tenement, with the Appurtenances, commonly called or known by the Name of, &c. situate, lying and being in, &c. and of and in all the Lands, Tenements and Hereditaments whatsoever, to the said Messuage or Tenement belonging or appertaining, or to or with the same now used, occupied or enjoyed. In Witness, &c.

A Re-

A Release of Right and Equity of Redemption, and of the Condition and other Covenants in an Indenture of Mortgage, with a Confirmation from the Mortgagor to the Mortgagee.

This Indenture made the, &c. between Sir H. H. of the one Party, and R. H. and G. L. of the other Party: **Whereas** the said Sir H. H. by one Indenture bearing Date, &c. as well for and in Consideration of the Sum of 400 l. [*reciting the Deed briefly over with the Proviso.*] as in and by the said recited Indenture amongst divers other Covenants, Grants, Articles and Agreements, therein contained more plainly and at large it doth and may appear. **Now this Indenture witnesseth,** That the said Sir H. H. for divers good and [sufficient Causes and Considerations him the said Sir H. H. especially moving, hath remised, released, and quit, claimed; and by these Presents doth for him and his Heirs, remise, release, and for ever quit, claim unto the said R. L. and G. L. in their full and peaceable Possession and Seisin being of the Premises, and to their Heirs and Assigns, to the only proper use

use and behoof of them the said *R. L.* and *G. L.* their Heirs and Assigns for ever, the said Promise and Condition, and all and every Article, Sentence and Clause concerning the same, and every or any of them; and all the Estate, Right, Title, Interest, Equity of Redemption, Claim and Demand whatsoever, which he the said Sir *H. H.* hath or may, might, should or ought to have, claim of, in or to the said Manor or Lordship of *E. Mannors*, Messuages, Lands, Tenements, Rents, Reversions, Services, &c. and all other Profits, Liberties, Commodities, Hereditaments, and other the Premises, with their and every of their Rights, Members and Appurtenances whatsoever, mentioned or expressed, or intended to be given, granted, bargained and sold, in or by the said recited Indenture, Dated the First day of, &c. and of, in and to every part and parcel thereof, with the Appurtenances; and all manner of Conditions, Covenants, Articles for Conditions broken, and Demands whatsoever, of, touching or in any wise concerning the said Mannor or Lordships, Lands, Tenements, and other the Premises, or any part or parcel thereof; so that neither he the said Sir *H. H.* or his Heirs, or any of them, nor any other Person or Persons for him, them or any of them, or in his or any of their Name or Names, or in the Name or Names of them or any of them, shall or will, at any time
or

or times hereafter, ask, claim, challenge or demand, to have any manner of Estate, Right, Title, Interest or Demand, of, in or to the said Manor or Lordship, and other the Premisses, or any part or parcel thereof, other than such Estates, Terms and Interests, as are in the former recited Indenture excepted: But that he, they and every of them (except before excepted) shall be thereof, and of, and from every part and parcel thereof, from henceforth utterly barred and excluded for ever by these Presents. And further the said Sir *H. H.* doth for him and his Heirs, confirm the Estate of the said *R. L.* and *G. L.* of and in the said Mannor or Lordship, Messuages, Lands, Tenements, and other the Premisses, to have and to hold all the said Manor or Lordship, Lands, Tenements and other the Premisses, to the said *R. L.* and *G. L.* their Heirs and Assigns for ever, absolutely without any manner of Condition whatsoever, to the only proper use and behoof of them the said *R. L.* and *G. L.* their Heirs and Assigns for ever. And the said Sir *H. H.* and his Heirs, the said Mannor or Lordship, Lands, Tenements, Hereditaments, and all and singular other the Premisses, with their and every of their Appurtenances, unto the said *R. L.* and *G. L.* their Heirs and Assigns, to the only proper use and behoof of them the said *R. L.* and *L.* their Heirs and Assigns for ever, against

against all Men, shall and will warrant, and for ever defend, by these Presents. And the said Sir H. H. doth also, by these Presents, remise, release, and quit claim, unto the said R. L. and G. L. their Heirs and Assigns, all manner of Errors Writs of Error, &c.

A Discharge of a Bill, the Bill being lost.

TO all Christian People to whom these Presents come, I F. L. of, &c. send Greeting: Whereas W. R. of, &c. in the County, &c. by one Bill under his Hand and Seal, Dated, &c. in the Year, &c. did become bound unto me the said F. L. in 20 l. for payment, &c. which 10 l. is paid, and the said Bill being lost, now I the said F. L. do hereby acquit and discharge the said W. R. His Heirs, Executors and Administrators, and every of them, of and from the said Sum of 10 l. and the said Bill so entred into for payment thereof as aforesaid; and of and from all Actions, Arrests, Costs, Damages and Demands whatsoever, concerning the same. In Witness, &c.

Revo-

Revocation and New Declaration.

An Agreement in a Deed for a Revocation.

PROvided always nevertheless, and it is mutually concluded, condescended unto, and fully agreed upon; by and between all the said Parties to these Presents; and it is the true intent and meaning of these Presents, and of all and every the said Parties to the same, That if the said *A. B.* shall at any time hereafter, during his natural Life, be minded to make void this present Indenture, or any Estate, Article or Agreement herein contain'd, or to cause or create any other or further Trust or Trusts, or to dispose of the said several Lands, Tenements and Premises, or any part thereof, in any other sort, or to any other Person, or for any other Purposes, than are in these Presents afore limited and declared; and shall signify and declare in Writing, under his Hand and Seal, in the presence of Two or more credible Witnesses, that may testify

stify the same to be his true meaning, or by his last Will and Testament in Writing, That then, and immediately after such Signification and Declaration had and made, the aforesaid Estate and Estates, Trust and Trusts, Use and Uses, Intents and Purposes; and also so much of the Premises whereof the said *A.B.* shall make such Signification or Determination, and every Article, Clause and Thing, concerning the same shall cease, determine and be utterly void, to all Intents and Purposes. And that then, and from thenceforth, it shall and may be lawful to and for the said *A.B.* by such Writing as aforesaid, or by any other his Deed or Writing, subscribed, sealed and testified as aforesaid; or by his last Will and Testament in writing, to appoint and declare new, or other Use or Uses, Trust or Trusts, of all or so much of the Premises, whereof the said *A.B.* shall make any such Signification or Declaration, or otherwise dispose of the said Premises, or any part or parcel thereof, at his free Will and Pleasure, any thing herein before contain'd to the contrary thereof in any wise notwithstanding. In Witness, &c.

A General Revocation pursuant to a former Deed.

TO all People to whom these Presents shall come, *A. B.* of, &c. sendeth greeting : Whereas the said *A. B.* hath by his Indenture bearing Date, &c. for the Considerations therein mentioned, covenanted, granted, concluded and fully agreed, to and with *C. D.* [*reciting the Purport of the Deed of Uses, &c.*] And whereas in and by the said recited Indenture, It is also provided in these Words following : Provided always, &c. [*reciting the Proviso verbatim.*] Now know ye, That the said *A. B.* being minded to revoke all and every the said **Uses** in the said recited Indenture limited, and all and every the said **Uses** in the said recited Indenture mentioned and expressed, in pursuance of the said power and authority to him given by the said Proviso, doth by this present Writing, sealed and subscribed with his proper Hand and Seal, declare his Will and Pleasure to be to annul, determine, make void and frustrate, all and singular the said **Uses** in the said recited Indenture limited ; and all and every the Estate and Estates thereupon executed or to be executed, of, in or to the said Messuages, Lands and Premises, and of, in and to every part and parcel thereof, in such
 sort,

sort, manner and form, as if the said Uses and Estates, or any of them, had never been limited or appointed; any thing in the said recited Indenture contain'd to the contrary thereof in any wise notwithstanding.

If the Party be minded to make a New Declaration of Uses in the same Deed, then add as followeth.

And furthermore know ye, That the said *A. B.* for divers good Causes and Considerations him thereunto especially moving, doth by these Presents for himself, his Heirs and Assigns, limit, declare and appoint, concerning such of the said Premises as are herein after particularly mentioned in manner and form following; (that is to say) As to, for and concerning all that, &c. [*setting forth what Part, and to what Use and Purpose; and so of the rest.*] In Witness, &c.

A Revocation, or withdrawing of an Action, &c.

TO all, &c. I O. T. of, &c. send greeting: Whereas an Action on the Case has been brought in my Name, at the Common Law, in his Majesty's Court of, &c. at *Westminster*, against *S. R.* of, &c.

B b z

for

for several Goods and Merchandizes by me to him sold and delivered, and for other Moneys due from him unto me upon Promise and Accompt to my Damage of 50*l*. Now know ye, That I the said O. T. do hereby revoke and withdraw the said Action on the Case, and Suit brought against the said S. R. for any Goods or Merchandizes, and Money due from him to me, upon Accompt or Promise as aforesaid, and all Proceedings thereupon had in my Name: And do also countermand all Letters of Attorney, and other Authorities whatsoever by me heretofore for that purpose made, or given to any Person or Persons whomsoever: And do also hereby signify and declare, That my Intent and Will is, that no Action shall at any time hereafter be brought or commenced against the said S. R. his Executors or Administrators, for any the said Matters or Things formerly in Action, or that might have been brought into Action, before the day of the Date hereof. [*And here you may insert the Purport of a general Release, if there be occasion.*] In Witness, &c.

A Revocation of a general or Special Letter of Attorney, or other Deputations, may be revoked in like manner as above, *mutatis mutandis*, &c.

A Sur-

A Surrender of a Lease.

TO all Christian People to whom this present Writing shall come, *S. T.* of, &c. sendeth greeting, &c. Know ye, that the said *S. T.* for divers good Causes and valuable Considerations him the said *S. T.* hereunto moving, Hath granted, bargained, sold, surrendred and released ; and by these Presents doth grant, bargain, sell, surrender and release unto *T. L.* of, &c. his Heirs, Executors and Administrators all his Lease-Estate, Right, Title, Time and Term of Years yet to come and unexpired, Use, Possession, Rent, Reversion, Property, Claim, and Demand whatsoever of, in and to all that Messuage or Tenement, &c. (*as in the Indenture of Lease, &c.*) To have and to hold the said Messuage or Tenement, &c. (*as in the said Indenture of Lease*) and all his Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Possession, Reversion, Claim and Demand of, in and to the same, unto the said *T. L.* his Heirs, Executors, Administrators and Assigns from henceforth from and during and unto the full End and Expiration of the Time and Term of Years yet to come and unexpired, granted unto the said *S. T.* by the said *T. L.* by his Indenture of Lease bearing Date, &c. in as large and ample

A short Surrender, &c.

manner to all Intents and Purposes whatsoever, as he the said S. T. should or might have held and enjoyed the same, if this present Surrender or Release had never been hereof had or made. In Witness, &c.

A short Surrender of the Lessee's Term to be endorsed on the Lease.

K Now all Men by these Presents, That the within named I. K. &c. Hath granted, assigned, surrendred and yielded up unto the within named N. O. of, &c. all that Messuage, &c. (*as in the Lease*) and all other the Premisses within demised, or mentioned to be demised by the said N. O. unto the said I. H. and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said I. H. of, in or to the said Messuage or Premisses, or of, in or to any part thereof, To have and to hold the same unto the said N. O. his Heirs and Assigns, to do therewith at his and their free Will and Pleasure. In Witness, &c.

The

The Form of a Will.

IN the Name of God, Amen, I *A. B.* of *C.* in the County of *D.* Gent. being of sound Mind, do make and ordain this my last Will and Testament in manner and form following ; (that is to say) First, I commend my Soul into the Hands of Almighty God, and my Body I commit to the Earth to be decently buried at the Discretion of my Executors hereafter named ; and as touching the Disposition of all my temporal Estate, I give and dispose thereof as followeth.

Imprimis, I will that my Debts and funeral Charges shall be paid and discharged. *Item*, I give and bequeath unto [*There set down all the Legacies the Testator is minded to give, and then say*] All the rest and residue of my personal Estate, Goods and Chattels whatsoever I give and bequeath unto my loving [*Here name the Executor or Executrix*] whom I do hereby make and appoint full and whole Executrix of this my last Will and Testament ; and i do hereby revoke, disannul and make void all former Wills and Testaments by me heretofore made either by word of Mouth, or in Writing. In Witness whereof I the said *A. B.* to this my last Will and Testament (contained in one Skin of Parchment) have set

B b 4

my

A Codicil to a Will.

my Hand and Seal this twenty seventh day of *May* in the year of our Lord One thousand seven hundred.

Signed, sealed, published and declared by the Testator in the presence of us whose Names are subscribed as Witnesses, and attested by us in the presence of the said Testator.

See before for a Disposition or Will made by a Feme Covert, pursuant to a Power given before Marriage.

A Codicil or Schedule to a Will.

BE it known unto all Men by these Presents, That whereas I *A. B.* of, &c. have made and declared my last Will and Testament in Writing, bearing Date, &c. Now I the said *A. B.* do by this present Codicil confirm and ratifie my said last Will and Testament, and do give and bequeath unto *T. R.* of, &c. the Sum of, &c. And my Will and Meaning is, That this Codicil or Schedule be, and be adjudged to be part and parcel of my said last Will and Testament, and that all things herein contained and mentioned be faithfully and truly performed, and as fully and amply in

in every respect, as if the same were so declared and set down in my last Will and Testament. In Witness, &c.

A Devise of a Mannor (purchased since the making of a Will) written as a Codicil under the Will.

WHEREAS I have since the making of this my above mentioned Will purchased the Mannor and Advowson of *A.* in the County of *D.* I do hereby devise, will and appoint, that the said Mannor, and Lands, and all other the Mannors, Lands, Tenements and Hereditaments by me purchased of *L. E.* Esq; or of his Trustees or of any other person in Fee, since the making of my said Will, shall go and be to my said Trustees and their Heirs together with the rest of my Estate, to them and their Heirs above devised, subject to and for the Performance of the Trusts, Confidences, Intents and Purposes in this my Will above expressed. In Testimony whereof I have hereunto set my Hand in the presence of the Witnessees, whose Names are subscribed this 21st. day of *January* 1680.

*Drawn up by H. P. and
written under the Will of
Sir W. Y.*

Of Livery of Seisin and Attornment.

Livery and Seisin is a Ceremony used in the Conveyance of Lands, that the common People might see the passing or Alteration of the Estate; that they might surely know in whom the Right thereof remained, for their own Peace and Quietness: And to a Feoffment Livery and Seisin is as absolutely-necessary, as is an Attornment to a Grant of Rents or Reversions; yet every Livery and Seisin makes not a Feoffment, for it is also necessary upon an Estate Tail, or for Life.

The usual manner of Delivery of Seisin, of Houses, Lands, Tenements, &c. is thus:

The Feoffor and Feoffee, (if they be present) or in their absence their Attornies (sufficiently authorized in Writing) do come to the House or Place whereof such Seisin is to be delivered, and there in the presence of sundry good Witnesses, declare the Cause of their meeting there, and then openly read or cause to be read the *Deed of Feoffment* (and *Letter of Attorney*, if by Attorney) or to declare the very effect thereof, before them in *English*; which be-
ing

ing so done, the Feoffor or his Attorney taketh a Clot of Earth, or a Bough, or a Twig of a Tree growing upon the Land, or the Ring, or the Hasp of the Door of an Houle, and delivers the same with the said Deed unto the Feoffee or his Attorney, saying, *I deliver these unto you in the name of Possession and Seisin, of all the Lands, Tenements, &c. contained in this Deed, To have and to hold, according to the Form and Effect of the same Deed.*

By Livery of Seisin the Feoffor transfer- The Effect. reth unto the Feoffee all that he hath in things whereof Livery is made, according to the State thereupon, limited; and the date and manner of this Seisin must be endorsed thus:

Memorandum, *That the . . . day of . . .* Indorse-
peaceable and quiet Possession and Seisin of ment of
the Lands and Hereditaments within men- Seisin.
tioned to be granted, was had and taken
by the within named A. B. and by him was
delivered to the within named C. D. in
their proper Persons, according to the Tenor,
Form and Effect of the within written
Deed, in the presence of us,

A. B.

C. D.

E. F.

Note,

By an At-
torney.

Note, If by an Attorney to an Attorney, or by Attorney to the Lessee himself, or by the Lessor to an Attorney, then you say, *By (or to) A. E. Attorney of the within named C. D. and so of the like, mutatis mutandis.*

Note, A Man cannot make Livery of Seisin before he hath the Possession.

Where it is
requisite.

Livery of Seisin is requisite in all Feoffments, Gifts in Tail, and Leases for Life, made by Deed or without Deed.

No Freehold will pass without Livery of Seisin, except by way of Surrender, Partition or Exchange, or by matter of Record, or by Testament.

Time.

Livery of Seisin must be made in the Life-time of him that made the Estate.

There needs no Livery of Seisin to be given on a Lease for Years, but the Lessee may enter when he will: And if Livery be given, he shall have but an Estate for Years.

And there needeth neither Livery of Seisin, nor Writing to an Assignment of Dower, because it is due of common Right.

They in
Possession
cannot take
it.

Note, If there be a Lease for years, and a Remainder granted over in Tail, or in Fee, or for Life, then there must be Livery given to the Lessee for Years, or otherwise nothing passes to him in the Remainder; and if the Lessee enter into the Land before Livery,

Livery, and enjoy, then the Lessor after his Entry cannot make Livery to him, for he is then in Possession, and such Persons as have Possession in Lands for Years, or for Life, &c. cannot take by Livery and Seisin, of the same Lands, for Livery must be given of, and ought to bring an immediate Possession.

And the Lessor cannot make Livery and Seisin against the Will of the Lessee being on the Land, but he may grant the Reversion; and if the Lessee do attorn, the Freehold will pass without Livery of Seisin.

If two several Deeds be made to two several Persons, of one self thing, it passeth unto him unto whom the Seisin is first delivered. How it passeth where two Deeds of one thing.

By Livery of Seisin in one County, the Lands in another County will not pass.

And therefore if they lie in several Counties, it is convenient that he enter into every parcel thereof, and so make Livery in every several parcel, for he can give no Possession unto his Feoffee, if he have it not in himself at that very instant.

Livery may not be made of an Estate to be given *in futuro*, for no Estate of Freehold or Franktenement may be given *in futuro*, but shall take effect presently by Livery and Seisin.

See the Case of a Lease for Years with remainder, *ut supra*.

And

Livery of
Seisin is
twofold.

(1.)
Livery
within the
View.

And note, That Livery of Seisin is of two sorts, *viz.* in Law, and in Deed.

Livery of Seisin in Law, is termed Livery of Seisin within the View, which is when a Man maketh a Deed of Feoffment and delivers Seisin within the View, the Feoffee being afraid to enter.

And note, This Livery within View is good, if the Feoffee do enter in the Life-time of the Feoffor.

And yet it is said, That a Livery in View or Law, may sometimes be perfected by an Entry in Law, which is, when the Feoffee being afraid to enter, as before, maketh continual Claim of the same.

And it is said, That no Man can constitute another to receive Livery for him within the View, nor yet to deliver; for none can take by force or virtue of a Livery in Law, but he that taketh the Freehold himself; *Et sic contra.*

(2.)
Livery in
Deed.

Livery and Seisin in Deed is actually done either personally or by Attornies, as is before explained.

Attornment.

The end of Attornment is to perfect Grants, and therefore may not be made upon Condition, or for a Time, but it shal endure to the whole absolutely.

An Attornment is the Agreement of the Tenant to the Grant, by Writing or by Word; as to say, *I do agree to the Grant made to you; or I am well contented with it; or I do attorn unto you; or I do become your Tenant, &c. or delivering a Penny unto the Grantee, by the Tenant by way of Seisin of a Rent, and to pay or do but one Service only in the name of the Whole, it is good for all.*

Lands and Tenements, and such things ^{Where it} as naturally lie in Grant, cannot be transf-^{effecteth.}ferred from one to another by bare Grants of the Parties, without the Attornment and Agreement of others; as of the Tenant to the Grant of the Seignior (or of a Rent) or the Agreement of the Donee in Tail, or of the Tenant for Life or Years, to a Grant of a Reversion or Remainder made by the Donor or Lessor to another; as,

Where he that hath an Estate in Reversion or Remainder, after an Estate for Life ^{Where necessary.} or Years, doth grant or give the same away; here the Tenant of the Land must give his Consent to such Grant or Gift, or else generally the same is not good, and this yielding of Consent is called *Attornment*: Yet this *Attornment*, it's said, is not necessary, but to have an Avowry, or an Action of Waste, and that where no attendancy nor payment is to be made by the Tenant, there the thing passes without Attornment.

Attorn-

Twofold.

Attornment is either actual or in Law.

1. Actual is an expressed Consent to the Grant, as before.

2. Attornment in Law, is where the Person that ought to attorn, doth not expressly declare his Consent, but doth some other act, as in Law sufficiently implieth an Agreement; as if a Lease be made for Life or Years, and after he that hath the Reversion or Remainder, granteth the same to his Lessee, who accepteth the Deeds. These and such like be Attornments in Law.

Requisites to
make a
good At-
tornment.

To the making good of an Attornment, where it is requisite divers Things are required.

1. It must be made by the Person that ought to make it.

2. It must be made to the Person that ought to take it.

3. It must be made in due time.

4. If it be an express Attornment, the Tenant must have notice of the Grant of the Reversion, &c. to which he must attorn; but of Attornment in Law, there notice in all Cases is not necessary.

5. It must be done in such manner as the Law doth prescribe.

By Word
or Deed.

And observe (as before) that it may be made either by Words or Deeds without Writing, or by Deed or Writing, and this is the safest way.

By Word.

And any Word written or spoken by the Tenant (after he hath knowledge of the

Attornment.

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the Grant of the Reversion) which do import an Assent or Agreement to it, will make a good Attornment in Fact or in Deed ; as to say, *I do attorn, or turn Tenant to you according to the Grant, or if he do pay all or any of the Rent, or do any part of the Service* (as before) this is a good express Attornment, and is best of all when it is made by Words, and Deed, or Sign or both ; for then the Witnesses will best remember it.

Best by
Word and
Deed both.

Where Attornment is necessary, it must be made in the Life time of the Parties Grantor and Grantee, for if either of them die before Attornment be made, the Grant is void ; but if the Tenant die before he attorn, he that hath the Estate may attorn, and it is good ; or if the Tenant grant over his Estate, his Assignee may attorn ; also it being a solemn Act, it ought not to be done after Sun set ; for it shall not be presumed that Notice can be taken in the Night.

When to
be made.

This Attornment must be indorsed on the Deed, or else declared by a Deed, and may be done in this manner :

Memorandum, *That the within named* A. B. *being Tenant for Term of Life, &c.* or *being present Tenant, &c. as the Case requires*) of the Lands, Tenements and Hereditaments, &c. *understanding the effect of the within written Grant thereof made*

Indorse-
ment for
one Tenant.

C c

unto

Attornment.

unto the within named C. D. did the . . . day of . . . Anno . . . assent and agree unto the same Grant in every respect as the same is within written, and did therefore attorn, and for Proof thereof did give unto him the said C. D. in the name of Attornment the Sum of 6 d. in the presence of us whose Names are subscribed,

Witness,

A. B.

C. D.

E. F. &c.

Or thus by divers Tenants themselves.

For divers
Tenants.

We whose Names are hereunder subscribed, being the present Tenants (&c.) of (&c.) understanding (&c.) do assent (&c.) and do therefore attorn, and in Testimony of such Attornment, each and every of us did give (&c.) and also have hereunto subscribed our Names the . . . day of . . . Anno Domini 1700.

Witness

A. B.

C. D.

E. F.

J. S.

R. T.

Attornment.

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Or thus.

Memorandum, That the Persons whose Names are under written did the . . . day of . . . Anno Domini 1700. attorn and become Tenants unto the above named A. B. according to the purport of the Lease within men-
 tioned, having notice of the said Grant, and for Proof thereof every one of them did give unto the said A. B. one Penny in the name of Attornment. Notice of the Grant.

Witness hereto

G. H.

I. K.

L. M.

Here let the Tenants
 set their Names.

A. B.

C. D.

E. F.

It may be indorsed together with the Livery of Seisin to an Attorney thus: Indorsed with Livery of Seisin.

Memorandum, That Possession and Seisin of the Lands and Tenements within mentioned, was taken by (&c.) and afterwards delivered to the within written S. R. 10 die Junii, Anno Domini 1700. to the use within written. And also the same day (the within named) T. W. Tenant of the Premises for the Term of his Life, did attorn Tenant to the said S. R. according to the Tenor of this present Deed; and the said T. W. did give unto the said S. R. one Penny

£ s d

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Attornment.

in the name of Attornment, in the presence of, &c.

It may be declared by Deed Poll thus.

Attorn-
ment de-
clared by
Deed Poll.

To all People, &c. I A. B. of, &c. send greeting; Whereas I the said A. B. have and hold for the Term of my Life one Tenement with the Appurtenances, lying and being in (&c.) the Reversion of which said Tenement should belong to one C. D. and being at present satisfied, that the said C. D. hath by this Deed bearing Date, &c. granted, bargained, sold and confirmed unto E. F. of, &c. the Reversion of the said Tenement, as by the said Deed may appear.

Know ye that I the said A. B. Tenant of the said Tenement, of my free will have attorned unto the said E. F. by Payment unto him of one Penny in the name thereof, and do by these Presents as much as in me lies, ratify and confirm unto the said E. F. the Reversion aforesaid. In witness, &c.

Voluntary
Attorn-
ment by
an Infant.

Note, A voluntary Attornment where it is needful, may be made by an Infant, or one that is Deaf and Dumb may do it by Signs; but one that is not Compos mentis cannot make an Attornment.

In all Cases for the most part where there is no means provided by Law, to compel the Tenant to attorn; in such Cases Attornment in Deed or in Law is not necessary, as in the Grant of a Seignory, &c.
by

by Letters Patents from the King; or where such things are granted by matter of Record from a Subject to the King; but a Scignior, a Rent-charge, a Remainder or a Reversion will not pass without Attornment, but by matter of Record.

But Attornment may be necessary upon a Devise.

In all Cases where the Grant is in the personalty, there needs no Attornment; as in Annuities which do charge the person only, and not the Land: And in all Cases where there is an Attornment in Law, there needs none in Deed.

Common of Pasture for a certain Number, or Common of Estovers certain will pass by Grant without Attornment; for where there is no Tenure, Attendance, Remainder, Rent or Service to be paid or done, Attornment is not necessary.

Note, as to Deeds, that it is a Rule, That Regula.] where a Deed may enure to divers purposes, he to whom it is made may take it which way he will for his most Advantage; and when there is occasion, both Livery and Attornment may be indorsed on the same Deed; for several Matters and Estates may be passed and conveyed by one and the same Deed, if the Words be apt and proper to convey them; for the Words *Give* and *Grant*, may amount to a Grant, a Feoffment, a Gift, a Lease, &c. and so may be

Attornment.

used as pleases him that hath it, unless the Deed expressly sheweth which way it was intended to pass, as by adding a Letter of Attorney to deliver Seizin, &c. and yet it's said, That in such a Deed with a Letter of Attorney (if for a good Consideration) a Man may covenant, That if Seisin or Attornment shall not be had to perfect the Deed, that he will stand seized to the Uses in the Feoffment, and the Uses shall arise by this Covenant.

Also a Release to a Man and his Heirs after a Lease for Life or Years, amounteth to a Feoffment, and the Party hath a Fee-simple thereby.

Process

Process and Practice in the King's Bench.

IF the Defendant live in *Middlesex*, then the first Process is a Bill of *Middlesex*; but if he live in any other County, then you must make out a *Latitat*.

The Form of the Bill of *Middlesex* is as followeth,

Middr ff.

Precept est Dic qd capiat A. B. si Fe. Et eum salvo, Fe. ita qd heat corpus ejus coram Dño Rege apud Westm die Mercurij pr' post Quinden Pasche [the Day of the Return] ad respondend C. D. de Plito tñlge Et heat ibi tunc hoc Precept.

p Bill. Holt & Coleman.

But if the Action requires good Bail, then write as is afterwards observed for a *Latitat*. And note, you may put four Defendants in a Writ.

You must make a Note for this Office thus :

King's
Bench.

Midd' ff. Bill p C. D. vers' N.
B. rec die Mercarij pr' post Quinden
Pasch.

Brooks.

The Bill is to be signed at the Bill of
Middlesex Office (which is now in *New-
Inn*) : Then get a Warrant at the Sheriff's
of *Middlesex* Office. If the Defendant be
not taken upon the first Bill, you may
make an *alias*; and if not upon that, then
a *plures*; only saying, *Precept est Dic
sicut alias* (or *plures*) *sibi precept
fuit qd capiat, &c.* as before.

The Form of a Latitat runs thus.

WIllus tertius Dei Gra Angl
Scot Franc & Hibnie Rex Fi-
dei Defensor, &c. Dic Wilt's salutem
Cum Dic nro Midd' nuper pcepi-
mus qd capet C. D. & C. f. si invene-
rissent in Balla sua & eos salvo
rustos ita qd heret corpora eorum co-
ram nobis apud Westm ad certum
diem jam pterit' ad respondend' N.
B. de plito transgr. [And if it be spe-
cial to hold to Bail, you add thus; Ac
etiam sepat Bill ipsius N. plus pfac
C. & C. pro decem Libris de debito sdom
Cons Qui nro coram nobis exhibend']
Deusq Dic nr Midd' ad diem ill
nobis

nobis retord. Ad predicte C. & E.
non sunt indene in Ballia sua super
quo ex parte pdice N. in Cur nostra
coram nobis sufficiente testae est. Ad
pdice C. & E. latit & discuri in Com
tuo. It tibi precipimus qd capias eos
si indene fuerint in Ballia tua & eos
salvo custodi ita qd heas corpora eo-
rum coram nobis apud Westm die
Mercurij prox^o post quinden^m Pasche
ad respondens p^{re}fac A. de plito &
Bill pdice Et heas ibi tunc hoc Bre
teste J. Holt. Mis apud Westm duode-
cimo die Februarij Anno Regni
nostri duodecimo.

Holt & Colman.

Note, These Writs are to be bought in
Blanks, and are usually made in the Plu-
ral Number; so that if you have but one
Defendant you may add *John Doe* or
Richard Roe.

Note, If the Writ be made out in Term
time, you may make the *Teste* thereof the
first day of the Term; but if in the Va-
cation, then let it bear *Teste* the last day
of the precedent Term.

You must also make a Note on Paper
in Court-Hand for the Office, thus:

Solis

bonis II. Ad p. A. B. versus C. D.

b m
 & C. f. res Mercurij pr' post quin-
 den Pasch.

Brooks.

* Marking it as above, if the Cause
 require Bail.

You carry the *Latitat* with the Note,
 to the King's Bench Office in the *Temple*,
 where your *Latitat* must be signed, for
 which you pay 2 s. 6 d. and you must
 leave the Note with the Signer.

From thence you carry it to the Seal-Of-
 fice (which is now in *Castle-Yard* near
Holbourn Bars); and he who seals for the
 Kings Bench, will seal it, and stamp the
 day on the Back, for which you pay 7 d.

If the Defendant cannot be arrested up-
 on the *Latitat*, you may sue out an *Alias*
Capias, and a *Plures*, if he be not taken
 on the *Alias*.

The Form of an Alias Capias
runs thus :

W Illus tertius Dei Gratia Ang-
 Scie Franc & Hibnie Rex
 Fidei Defens, &c. Dic Wilts saltem
 Pro

Precipimus tibi sicut alias tibi prece- *Kings*
pimus **Q**uod capias **C. D. & E. f.** *Bench.*
 si in bene fuine in Ballia tua & eos
 salvo custodis ita quod habeas corpora eo-
 rum coram nobis apud Westm die *
 pr' post Ad respond A. B. de pli-
 to trāsgt Acciam sepel Will ipsius
 A. verlus prefat C. & E. pro decem
 Libris de debito scdm Cons Cur. nrd
 coram nobis exhibens Et heas ibi
 tunc hoc bzd T. J. Holt Mil apud
 Westm die Anno Regni nrd
 duodecimo.

Holt & Coleman.

* See before for Counties, 36, 37. and
 for the Terms and their Returns, 65, 66,
 &c.

The *Plures Capias* is the same with the
Alias, only saying, **P**recipimus tibi si-
 cut **P**lures tibi precepimus, &c.

You must make a Note for the Of-
 fice as for the *Latitat*, viz.

Solis n. Als p A. B. & C. D. & E. f.
 i die . . . pr' post ^{b m b m}

Brooks.

These Writs are also signed at the Kings
 Bench Office (for which you pay no Fee
 or Duty) and you must either find out
 the

*Kings
Bench.*

the *Latitat* upon the Roll in the Office, or else bring down your Master's Book, to satisfie the Signer, that a *Latitat* hath been sued out before, or else he will not sign the *Alias* or *Pluries* Cap.

Note, You may continue your *Pluries* *Capias* from Term to Term, until the Defendant be Arrested; but observe, That if the *Latitat* was not renewed within five Terms after it was taken out, then you cannot renew it by *Alias* or *Pluries*, but must sue out a new *Latitat*.

When there are three or four Defendants in one Writ, and some of them Special, and some not; as if your Directions be for a Bill or *Latitat* for A. B. against C. D. p 10 l. de debo C. ff. in Trespass, G. H. p 20 l. 10 s. 8 d. sup assumcion J. K. p convection & asportacion Bonoz & Cataloz ad dampnum 40 l.

Then after the Words, de plito trāsgri you say, Ac etiam Bill ipsius A. B. Glus pfae C. D. pro decem Libris de debo ac versus pfae G. H. p septemdecim Libris decem Solid & odo Denar sup assumptionem ac versus pfae J. K. p convection & asportacion Bonoz & Catalloz ipsius A. ad dampnum viginti Librarum secundum Consē Cur nre coram nobis exhibens (&c.)

If two of the Summs be alike in Debt, *King's*
or on Promise, as *A. B.* against *C. Bench.*
D. and *E. F.* pro 40 *l.* Debt, and *G.*
H. in Trespass.

Then say, *Accedam sepali Bill ipsius*
A. B. versus *plat C. D. & E. f. pro*
quadraginta Libris de debito secundum
Cons. as before; and so if it be *super*
assumptionem, or the like.

Bayl.

If the Defendants be taken on any of
the aforesaid Writs, they must appear at
the Return; and the manner of appearance
in the *Kings Bench* is by Bayl, which is
either Common or Special, as the Case re-
quires; and it is to be written on Parch-
ment, and filed in the Office, if Common;
and before a Judge, if Special.

The common Bayl-piece is usually written
on a piece of Parchment, as followeth:

Witnes s.

A. B. de *C.* in Com
pro *Reom* tradit
in *Ballium* sup
Cep *Corp.*
Joh Doe de *Lon-*
don *Reom* & *Si-*
charo *Roe* de *ea-*
dem *Reom.*

Barbet,
Attorn'

Ad Sen' *C. D.*

The

Special Bail-piece.

The Special *Bail-piece* is made thus :

Wiltes. ff. A. B. de C. in Com pñ
 pñom traditi in Bal-
 lium super Cep Coyñ
 f. G. de H. &c. naming
 the Persons that are bayl
 with the places of Abode
 and their Additions.

Barber
 Attorn'.

Ad Scetain Quer
 in Queret.

How to make up an Issue.

If you have an Issue to make up in
Hillary Term, from a Declaration of *Michaelmas* (or some other preceding) Term
 ——— You write in Court-hand at the
 top of your first Sheet of Paper thus, ac-
 cording to the Term.

De Termio scd Hillarij
 Anno Rnd Dnd Willi
 tertij nunc Regis Angl
 &c. duodecimo.

Holt & Colman.

Wiltes

Wiltess ff.

King's
Bench.

Memorandum qđ alias scit Termino Sed Michis [Sed Trin, Pasche, &c. as the Declaration is of] ult pñt eozam Dñō Rege apud Westm vend A. B. (naming the Plaintiff in the Declaration) p C. D. (naming the Plaintiff's Attorney) Attoꝝ suum Et protulit hic in Cur dice Dñd Regis tunc ibm quandam Billam suam versus E. F. (naming the Defendant) in Custod Marr, &c. de plito * Debi [Transg, Transg sup Casum, Convention fract &c. as the Case is] Et sunt pleg de prosequend scit Iohes Doe & Ricus Roe que quidem Billa sequitur in hec verba ff. Wiltess ff. A. B. queritur de E. F. in custod Marr Marele Dñd Regis eozam ipō Rege existend de plito qđ reddat ei, &c. (verbatim to the end of the Declaration) Et inde product Seram, &c.

Memorandum of another Term.

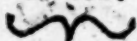
* Note, If the Declaration be de plito qđ reddat, then say, de plito Debi, if Imparlance pro eo videt, then de plito transg sup Casum, if in Trespals, then de placito transg, if in Ejectment, then de plito tñgi & Ejeccon firme, if in Covenant, then de plito Condencon Frace, &c. in Assault and Battery, de plito tñgi & insule, &c.

*

Then

King's
Bench.

Then beginning a new Line, you must write an Imparlance thus :



Et modo ad hunc diem scilt diem
Vobis pr' post Octab Sed Hillarij
[the first day of the Term Issue is entred]
isto eodem Termino usq; quem diem
p'd C. f. [the Defendant] huit licen-
tiam ad Villam p'dicte interloquend
& tunc ad respondend, &c. coram Dño
Rege apud Westm' ven' tñ p'd A. B.
p' Attozñ suum p'd quam p'dice C. f.
p' G. H. (the Defendant's Attorney) At-
tozñ suum Et idem C. f. defend
vim & injuri quando, &c. Et dic qd
ipe non est inde culpabilis Et de hoc
pon' se sup P'iam, & p'dice C. f. sci-
iret, &c. Iñ ven' inde Jur' coram
Dño Rege apud Westm' die Mercu-
rii p'or' post Octab Jur' beate Ma-
rie Virginis Et qui nec, &c. ad re-
cogn', &c. quia tam, &c. Idem dies
dat est partibus p'd ibidem, &c.

Non Cul.
in trans.

Similit.

In Case.

Et dic qd ipe in nullo est Cul de p-
missis superius ei impoit prout p'dict
A. superius versus eum queritur Et
de hoc pon' se super P'iam, &c. (as
before.)

Non Ass-
sumptur.

If the Defendant pleads non Assum-
psit, then after the words, quando, &c.
Et dic qd ipse non Assumpsit super le
modo & forma prout idem A. B. supe-
rius versus eum queritur Et de hoc
pon' se sup P'iam, &c. as above.

Non.

Memorand'

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Quando, &c. Et dicit qđ ipse de debito
pō virtute scripe obf pō onari non
debet quia die qđ scripe obf predice
Non est factum suum Et de hoc
pōd se super Priam Et predice A.
Nir Jo, &c. (ut in al.)

King's

Bench.

Non est
factum.

If the Issue is joyned the same Term the
Declaration is of, then you must enter
it thus:

Wiltes ff.

Memorandum qđ die Lune pr' post
Octab Sed Hillarij [the first day of
that Term the Declaration is of] isto eo-
dem Termino coram Dño Rege apud
Westm ven (the Plaintiff) p A. B.
Attorn suum Et protulit hic in Cur-
dice Dñi Regis tunc ibidem quandm
billam suam versus (the Defendant)
in Custod Mart, &c. de plito (&c.) as
in a Memorandum for another Term.

Memorand.
of the same
Term.

Note, If the Declaration be past four
Terms standing, then you say — Me-
morand qđ al scit Termino . . . An-
no Regni Dom Regis nunc . . . (na-
ming the Term and year) coram, &c.

Note, The Memorandum the same Term
with the Declaration hath no Imparlance,
but after the Declaration you must enter the
Plea thus, (beginning a new Line) Et
D d pdictus

King's
Bench.

ſpicius (the Defendant) p *N. B. At-*
torum suum veni & defendi vim & in-
juri quando, &c. Et dicit qd' ipse non
assumpsit—— and so on as it is in an-
other which hath no Imparlance.

How to make up a Record for a Trial.

This you must do upon a Press or Presses
of Parchment, which you may have at the
Nisi Prius Office in *Gray's-Inn* for that
purpose.

First, Rule your Parchment near the
Top, and make a Margen of about three
parts of an Inch, and then write on the first,
second or third upper Lines in great Text
Court Hand thus,

Placita.

Plita coram Dño Rege apud
Westm de Termino Sancti Hil-
larij Anno Regni Dñi Willi-
tertij nunc Regis Angl, &c. du-
decimo.

Wiltres ff.

Memorandum qd' als scit Termin-
no Sed Michis ult preterie coram
Dño Rege apud Westm veni N. B.
p C. D. Attorū suum Et protulit hic
in Cur dice Dñi Regis tunc ibidem
quan-

quandam billam versus E. f. and so *King's*
 on to the end of your Issue verbatim. And *Bench.*
 after that leaving about half an Inch di-
 stance, you must write another Placita in
 great Court Hand as before, viz.

**Pl'ita coram Domino Rege apud
 Westm de Termino Sancti Hil-
 larii Anno Regni Dñi Mil'it
 tertij nunc Regis Angl, &c. duo-
 decimo.**

Note. You must write but on one side
 of the Press, and if that will not serve, you
 must take another, beginning near the top,
 leaving space enough to sew it to the first.
 And then beginning a new Line, enter a
Jurata as follows:

Wiltres it.

Jur ine A. B. p Attoznd suu Quei *Placitz.*
Et E. f. de placito transgr (as the
 Action is) **ponit in respnd coram Do-**
mino Rege apud Westm usq; diem...
 (The first day of the Term) **et post...**
Nisi Justie Dñi Regis & ad Assisas
in Com pdict capiend' assign prius
die— (the day the Assizes are held)
apud— (the place where they are held)
p formam Statue, &c. ven & p defend
Jur, &c. Ideo Vic heat corpora, &c.
Idem dies, hac est partibus pdict &
D d 2 *vident*

King's Bench. *ibidem*, &c. Et sciendum est qd' h²^d
dice Dñi Regis inde duodecimo die
Febr (the day of the Return of the Ve-
nue being the Telle of the Distring, and
last day of that Term the Record is made)
isto eodem Termino coram Domino
Rege apud Westm delibati de Recor-
do Deputat Vie Com p^d in forma
Juris exequens p^olo incumben, &c.

You may cut off the remaining Parch-
ment within an Inch from the last
Line, and then get your Record seal-
ed at the Office. But note, if your
Cause is to be tried in *London*, your
Jurata must be after this manner, viz.

*Jurata in
London.*

London ff.

Jur in A. B. p Attoz^m su^m Qu^m
Et C. D. de p^olito transgr (as the Acti-
on is) ponite in resp^m coram Domi-
no Rege apud Westm usq^m diem (the
very next day after the sittings, if in Term,
if after Term, then usq^m the first day of the
next Term, as) Mercurij p^oor' post
Quinden Pasche Nisi dilectus & fidel
Dñi Regis. Johes Holt Mil Capital
Justic Dom Regis ad Plita in Cur
ipsius Dñi Regis coram ipso Rege
tenens assign^m p^oius die (the day of
sittings) Nobis decimo octavo die Fe-
b^ouarii apud Guilhall London per
formam Statut, &c. ven p^odestu Jur,
&c.

Jurata & Venire facias.

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Et. Ideo Dic heat corpora, Et. Idem
dies hoc est partibus p^d ibi, Et.

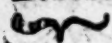
King's
Bench.

If your Action be in *Middlesex*, then *Jurata in Midd.*
say, *Nisi dilere & fidei J. H. Mil,*
(Et.) apud *Westm* p^dict in *Com*
Widd in magna Aula *Primo*
ibidem p^r formam *Statue*, Et. (as
last before.)

You must also make out a *Venire facias*
in order to Trial; the Form whereof
is thus:

Willelmus tertius Dei Gra Angl, Venire fa-
Scot Franc & Hibnie Rex fidei De- *cias.*
fens, Et. Dic Wiltes Saltem Pre-
cipimus tibi qd' venire fac coram
nob apud Westm die Mercurij prox'
post Octab Pur bte Marie (the last
day of that Term Issue is made up) *duo-*
decim libos & legales hoies de Wilm
de L. (the place where the Action is laid
in the Declaration) *in Com tuo quoq*
quilibet heat decem Libe Tert Cen-
torum vel redditie p ann ad minus
p quos rei veritas melius sciri poeit
Et qui nec M. B. Quer nec C. D. ali-
qua affinitate attingunt ad faciend'
quandam Juratam in partes p^dice
de placito transgi (as the Action is)
Quia tam idem C. D. (the Defendant)
quam p^dice M. B. (the Plaintiff) *in*
D d 3 quos

King's
Bench.



quos inde contentio est posuer se inde
in Jur ill Et heas ibi noia Jur
& hoc h2d Teste J. Holt Hil apud
Westm vicesimo secundo die Janu-
arii (the first day of the Term) Anno
Regni nostri duodecimo.

Holt & Colman.

Upon this Writ of *Venire* being sealed,
the Sheriff will return a Jury in a
Pannel to the Writ.

Upon which Pannel you must make out
a *Distringas Jurator* after this man-
ner :

Distring'
Jur'.

Willielmus tertius Dei Gratia
Angl Rege Franc & Hibnie Rex fi-
dei Defens, &c. Die Wiltis saltem
Precipimus tibi qd' Distringas A.
B. C. D. E. F. &c. (naming all the
Jurors, with their Additions and places of
Abode, as they are set down in the Pan-
nel) Jur sum in Cur nostra coram
nobis inter A. B. Quer & C. D.
per omnes Terras & Catalla sua in
Ballia tua ita qd' nec ipsi nec ali-
quis per ipsos ad ea man appon
donec aliud a nobis inde hueris
precepe Et qd' de Eric eorundem
nobis respond' ita qd' heas corpo-
ra eorum coram nobis apud Westm
die Mercurij prox' post Quinden
Pasche

Palche (the first day of the next Term) *King's*
** vel coram Justic nostris ad Assisas Bench.*
in Com tuo tenend assign si prius
die (the day the Assizes are held on) ** If your*
apud (the place where they are held) *Distr' be in*
p fornam Statuti in humod Casu nu- *London, you*
per edie & pvis ven, ad faciend quan- *say, vel co-*
dam Juratam inter partes pdice de *ram dilect'*
placito transgr (as the Action is) *Et* *& fidel'*
ad audiend Judic suum de plu de- *nostro Jo.*
fact Et heas ibi tunc hoc b2d, *Holt Mil'*
J. Holt Mil apud Westm 12 die *Capital'*
Febr (last day of the Term) *Justic' nro'*
Anno *ad pl'ita in*
Regni nostri duodecimo. *Cur' nostra*
coram nobis
tenend'
assign' si
prius die
(&c.) apud

Holt & Colman.

Guildhal London (&c.) If the *Distringas* be in *Middlesex*, then
 you must say, *Coram dilect' & fidel' nostro J. Holt (&c.)* *apud*
Westm' predict' in magna Aula p'litorum ibidem perform' Stat-
(&c.)

You must seal this *Distringas*, and get
 the Sheriff to return it, and then
 make out a *Subpæna* for the Witnesses
 after this manner :

Subpæna.

Willus tertius Dei Gratia Angl But four
Scoc Franc & Hibnie Rex fidei De- names in
senſ, &c. A. B. C. D. E. F. & G. one *Subp.*
H. naming your Witnesses) saltem Pre-
D d 4 *cipi-*

cipimus vobis & cuilibet vestrum
firmiter injungendū Quod omnibus &
singulis negotiis & Excursionibus
quibuscunque cessandū in propriā personā
vris sitis & quilibet vrum sit coram

* If in London, then
Coram dilect. J. H. Ca-
pitali Justic. as before,
apud Guildhall London,
&c.

If in Middlesex, *Coram*
dilect. the Chief Justice,
as before, apud Westm.
in Magna Aula placito-
rum ibidem, &c.

Justic. nris ad assisas * in
Com. Som. capiendū as-
signū die * * * (the day the
Assises are held) apud * * *
(the Place where they are held)
ad testificandū ea oia & sin-
gula que sciberitis vel ali-
quis vestrum sciberit in quadam Ac-
tione in Cur. nrā coram
nob. jam penden. indeter-
minatē inc. A. B. Quer. &
C. D. Def. de plito trāsgē
(as the Action is) & ad diem
ill. p. Jur. patrie triand. Et
hoc nullatenus omittatis nec aliquis
vestrum omittat sub pena cujuslibet
vestrum Centum Librarum Teste J.
Holt Just. apud Westm. duodecimo die
Febr. Anno Regni nostri duodecimo.

Holt & Colman.

Upon this *Subpœna* there are Tickets to
be filled up or made after this man-
ner for the Witnesses.

Tickets.

Tickets,

Mr. A. B.

By virtue of a Writ of Subpœna to you directed, and herewith shewed unto you, you are personally to be and appear before his Majesty's Justices of Assize on Saturday next, being the first day of March, at Ten of the Clock in the Forenoon of the same Day at the Court then to be holden at New Sarum in the County of Wiltes, to testifie the Truth according to your Knowledge, in a certain Cause now depending, and then and there to be tried between A. B. Plaintiff, and C. D. Defendant in a Plea of Trespas on the Case, on the part of the Plaintiff; and hereof you are not to fail on Pain of One Hundred Pounds. Dated the twentieth day of February in the twelfth year of the Reign of our Sovereign Lord William the Third, by the Grace of God of England, Scotland, France and Ireland King, Defender of the Faith, &c. Annoq; Dom. 1700.

If for London or Mid.
then before
Sir J. H.
Kt. &c.
(mutat.
mutand.)

*How to enter upon the Rolls in
the King's Bench.*

Your Issues and Judgments, &c. and
Warrants of Attorney ought to be entred
upon

King's Bench. upon the Rolls of this Court. The Warrants of Attorney are to be entred first after this manner, *viz.*

First, Make a Margent of an Inch from the side, then rule a Line about a Span from the top of the Roll, and in great Court-Hand write thus in one Line, *Adhuc de Terminio Scd Willarij Teste J. Holt Mil;* then enter your Warrant of Attorney thus :

Wiltes ff.

For the
Plaintiff.

*A. B. pō lō suo C. D. Attoꝝ suū
versus E. f. (als dice, &c. if it require
it) de p̄lito debi (or otherwise, as the
Action is).*

Wiltes ff.

For the
Defendant.

*Idem E. f. pō lō suo G. H. At-
toꝝ suū ad̄s p̄dice A. B. de p̄lito p̄-
dice.*

And within half an Inch under that
begin to enter your Issues thus :

Entry of an
Issue.

Wiltes ff.

*Memorandum qđ alias scit̄ Ter-
mino Scd Mich ulē p̄tie coꝝam Do-
mino Rege apud Westm̄ ven A. B.
p C. D. Attoꝝ suū Et p̄tulit hic
in Cur̄ dice Dom̄ Regis tunc ibidem
quandam Willam suam versus E.
f. (and so on, as is before directed, ver-
batim,*

Rolls and Judgments.

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batim, according to an Issue to the End)
Idem dies dicitur est partibus p̄dict
ibidem, &c.

Then leave a space near a Span, for the Judgment, which cannot be known till after the Trial, and then you may begin another Issue thus:

Writtes ff.

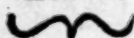
Memozandum, &c. to the end of your Issue. And note, you may enter Issues, or Judgments by default, &c. on both sides the Roll, beginning on the back-side over against the first Line of your Issue on the fore-side; but note, you must not write too near the bottom on the fore-side, for within an Inch of the bottom, and where the Roll is of full breadth, you must write in great *Court-Hand* thus:

Rolls (553) Holt & Colman.

Setting down the Number of the Roll in the middle.

NOW to enter Judgments (without Trials) you must observe, That some of these Judgments are by default, as *Nil dicit*, some by Confession of the Party, as *Cogn' Acc'onem*; some by Assent of the Attorney, as *Non Informatus, &c.*

You



Judgments.

On the side of the Declaration you will find the nature of the Judgment mark'd and Costs taxed on the Margen thereof.

You must begin with a *Memorandum*, either of the same Term, or of another (as you will see it convenient by the Declaration) and as is before directed, to the end of the Declaration——*Et inde producat Sectam, &c.*

Then beginning a new Line, write,

*Nil dicit in
Debt with
Imparlancc*

*Judic. sign.
20 Febr.
1700.*

Et modo ad hunc diem scilicet diem . . . pr' post . . . [the first day of the Term Judgment is entred] *isto eodem termino usque quem diem p's C. D. huius licentiam ad billam p'd' interloquend' & tunc ad respondend', &c. coram Dño Rege apud Westm' veni p'dice A. B. p' Attozū suum p'dice Et p'dice C. D. licet ad eundem diem sollempnie exacte non veni nec aliquid die in barram sibi p'clusionem Accord p'dice A. B. p'dice p' quod idem A. remanet vers' p'fac C. inde indefens', &c. Ideo consideratum est qd' p'dict' A. recuperet vers' p'fac C. debum suum p'dice necnon (the Costs taxed) p' dampnis suis que sustinuit tam occasione detenzon' debi illi quam p' miss' & custag' suis p' ipsum circa sectam suam in hac parte apposit' eidem A. p' Cui dice Dñi Regis nunc hic ex assensu suo ad.*

Judgments.

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adjudicac Et p̄dice C. in mia, &c. *King's Bench.*

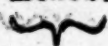
Nil dicit the same Term without Imparlance.

Et p̄dice C. in p̄p̄ persona sua
ven̄ & defend̄ vim & injur̄ quando,
&c. Et p̄e licenc̄ ad Bill̄ p̄dice interloquend̄
Et ei concedit̄, &c. Et super hoc dies inde dāc̄ est partibus p̄
dice coram Dño Rege apud Westm̄
usq̄ diem . . . (the last day of the Term)
p̄r post . . . isto eodem Terminō vi-
dest̄ p̄fac̄ C. ad Bill̄ p̄dice interlo-
quend̄ & tunc ad respondend̄, &c. Ad-
quem diem coram Dño Rege apud
Westm̄ ven̄ p̄dice A. p̄ Attoz̄ suum
p̄dice Et p̄dice C. licet ad eund̄ diem
solempniter exacc̄ non ven̄, &c. (as next
before.)

Nil dicit in case of another Term, with a
Memorandum, and then the Imparlance
thus.

Et modo ad hunc scit̄ diem . . . p̄r
post . . . (the first day of the Term Judg-
ment is entred) isto eodem Terminō
usq̄ quem diem p̄dice C. D. huit li-
centiam ad Billam p̄dice interlo-
quend̄ & tunc ad respondend̄, &c. co-
ram Dño Rege apud Westm̄ ven̄ p̄-
dice A. B. p̄ Attoznatum suum p̄dice
Et

King's
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Writ of
Inquiry.

Et per qd' p'dice C. D. ad narri suam
p'dict respondeat Et p'dice C. D. licet
ad eundem diem solempnie exace non
ven' nec aliquid die in barram sibe
p'clutionem actionis p'dict A. B. p'dice
p quod idem A. B. remanet inde ver-
sus eum indefens — Ob quod p'dice
A. B. dampna sua p'dice versus p'fac
C. D. occasione p'miss p'dice sustine
recupare debeat Sed quia Cur dice
Dñi Regis nunc hic coram ipso Re-
ge incogn' existit que dampna p'dice
A. B. occasione p'dice in hac parte su-
stinuit Ideo p'cept est Dic qd' p Sacrd
duodecim proborum & legalium ho-
minum de ballia sua diligene inquir
que dampna p'dice A. B. tam occasione
p'miss quam p missis & custagiis suis
p ipsum circa lectam suam in hac par-
te appoie sustinuit Et inquisitionem
quam inde cepit Domino Regi apud
Westm die Mercurii pr' post Quin-
den Pasche (the Return of the Writ)
... sub sigillo suo & sigillis eorū per
quorū sacrd Inquisitionem ill cepit
mittat unacum hzi Dñi Regis ei inde
direce.

Nil dicit in Case the same Term with
the Declaration.

Et p'dice C. p B. C. Actorū summi
ven' & defend' vim & injur quando, &c.

Judgments.

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Bench.

Et p̄dice A. (the Plaintiff) pet qd' p̄d' E. ad Mari suam p̄d' respondeat super quo p̄d' E. habet diem Lune pr' post Quinden Scd Martini (the last Day of the Term) sibi dāe p Cur Dom Regis hic ad respond, &c. Et idem E. ad eundem diem solempniter exace ad respondens non venit nec idem A. toznd p̄d' E. p ipso E. aliquid inde dicit in barram sive p̄clusionem Actionis p̄dice A. p̄dice p quod idem A. remanet inde versus eund E. indefens &c. Ob quod p̄dice A. dampna sua versus p̄fac E. octone * p̄misā p̄dice sistent recipere debeat, sed quia Cur &c. (ut pr' antea.)

* If in Trespass, you must enter as before, only mutatis mutandis, and instead of octone p̄misā p̄dice, you must say (octone Tnsgr p̄d'.)

In Assault octone Tnsgr & Insult p̄d.

In Assault and Imprisonment octone Transgr insult & imprisonamene p̄dice.

In Covenant, octone fractōn Conventiō p̄dice.

In Assumpsit, octone non performatiō p̄mission & assumpciō p̄dice
And so of the like.

King's

Bench.

Judgment by Cognit^o Actionem in Debt,
without Imparlance.

Et p^o dice A. p C. B. Attoz^o suum
ven^o & defend^o vim & injur^o quando,
Ec. Et dic^o qd' ip^o non potest dedicere
Actionem p^o C. sup^o dice nec quin ip^o
debet eidem C. p^o 20 l. (if upon Bond,
say, nec quin scriptum oblig^o p^o dice sit
factum ipis A. nec quin ipse debet, Ec.)
modo & forma p^oout p^o C. sup^oius
versus eum queritur. Nō cons^o est
qd' p^o dice C. recuper^o vers^o plac^o A. De-
bitum suum p^o dice nec non 40 s. p^o dan-
pnis suis que sustinuit tam octōne
deten^oonis deb^o illius quam p^o mis^o
& custag^o suis p^o ipm circa lectam suā
in hac parte appoie p^o Cur^o D^oni Regis
hic ex assensu suo adjudicat Et p^o dice
A. in mia, Ec.

If the Defendant hath pleaded *Non est
factum*, and Issue thereupon, and af-
ter the Defendant is willing to con-
fess the Action, then enter it thus:

Ad quem diem coram Domino Re-
ge apud Westm^o ven^o partes p^o dice per
Attoz^o suos p^o dice Et super hoc p^o dice
A. relicta verificatione sua p^o dice per
ipsum superius p^orens^o dic^o qd' ip^o non
potest dedicere Actionem p^o dice C. su-
p^oradice nec quin ip^o debet, Ec. (as a-
bove.)

*

Judgment

Judgment by Non sum Informatus,
without Imparlance.

CCU

Et p̄dice B. p̄ C. Attoꝝ suum ven
t defend vim & injur quando, &c. Et
p̄dice A. p̄ce qđ p̄dice B. ad Par
suam p̄dice respondeat super quo p̄dict
Attoꝝ p̄dice B. dic quod ipse
non est infoꝝ per eund B. ma
gꝛm suum de aliquo respons p̄ eos
B. eidem A. in p̄missis dand, nec ali
quid aliud inde dic in barram sive
p̄clusionem Actonis ipsius A. p̄dice p̄
quod idem A. remanet inde vers p̄dict
B. indefens, &c. o—o Iđ cons est
Qđ p̄dice A. recupet vers p̄fac B. de
hum suum p̄dict necnon triginta sex
lolis & quatuor denar pro dampnis
suis que sustinuit tam oc̄sione deten
tionis debi illi quam pro mis & custag
suis p̄ ipsum circa Sextam suam in
hac parte appoie eidem A. p̄ Cur dic
Dom̄ Regis nunc hic ex assensu suo
adjudicat Et p̄dice B. in mia, &c.

Write as above usq—indefens, &c. In Case.

Ob quod p̄dict A. dampna sua versus
p̄fac B. oc̄sione p̄miss p̄dice recuperare
debeat, &c. Sed quia Cur dice Dom̄
Regis nunc hic coram ipso Rege in
cogn existit que dampna p̄dice A. oc
casione p̄dice in hac parte sustinuit
Ideo p̄cepe est Dic qđ p̄ lacꝛm duo

E c

decim

King's Bench. **decim pboꝝ & leglium hominum de**
Ballia sua diligene inquir que dampna, &c. (as in Nil dicit in Case, wher
 upon an Assumpsit, say, occasione
 non performation ꝑmission & al-
 sumproꝝ ꝑdice, &c.)

If in Trespas, then as next above, only
 mutatis mutandis, say, octone Trans-
 gress ꝑdice.

If in Trespas and Assault, then say, oc-
 tone Transgr & insule ꝑd.

If in Trespas, Assault and Imprisonment,
 say octone Transgr Insule & Impri-
 sonneme ꝑd' ; and so of the like.

Note, If your Non Informae be of
 Imprarlance another Term with an Imprarlance, you must
 begin as in others— **Et modo ad hunc**
diem scilt, &c. (usqꝫ) Et idem B. de-
fend vim & injur quando, &c. Et sup
hoc ꝑdice A. ꝑee qd' ꝑꝛ B. ad Pari
suam ꝑdice respond, &c. super qꝫ
Artoꝝ ꝑdice B. dic qꝫ ipꝛ non
est infoꝝꝛꝛꝛ per eund' B. Magꝛꝛꝛꝛꝛ suꝛ,
&c. (as before.)

Attach Privileg^s.

An Attachment of Priviledge for a
Clerk of the *King's Bench*.

Guilielmus tertius Dei Gratia,
(*tc.*) Die *III.* saltem precipimus
tuo qd attach *A. B. C. D. E. F. G.*
H. I. K. L. M. N. O. tc. * si invent^s Note, you
fuerint in Ballia tua & eos salvo cu^s may put
nod ita qd heas corpora eorum coram a great
Rob apud Westm die ... *pr' post* ... many in
ad respondens *H. S. Gen und Cleri-* one At-
coz Roland Holt & Ederi Colman tachment.
Capital Clericoz ad nro Placita in
Cur nostra coram Rob irroeland as-
sign juxta Libertat & Privileg pro
humoi Capital Cleric & eoz Cleri-
cis a tempore cujus contrarij memo-
ria hominum non existit usitat & ap-
probat in eadem de placito transge
Et heas ibi tunc hoc bzd Teste J.
Holt, tc.

An Attachment for an Attorney of
the *King's Bench*.

Ad respond C. D. Gen und Attoz
in Cur nostra coram Rob existens jux-
ta Libertat & Privileg p hujusmodi

Habeas Corpus.

Attorn a tempore cuius contrarij, &c.
(as before.)

Habeas Corpus returnable in
Court.

WIllus (&c.) Majori Alderman-
nis & Vic Civie London sal-
tem precipimus Vobis qđ Corp C. D.
in Prisona nostra sub custod vestra
ut dicitur detene sub salvo & securi
conduce unacum die & causa captio-
nis & detentionis sue quocunq; noie
idem C. censeatur in eadem heatis
coram nob apud Westm die . . . pr'
post . . . ad fac & rec ea omnia & sin-
gula que Cur nostra coram nobis de
eo adrunt & ibidem cons in hac parte
Et heatis, &c

- * You must make a **Fiat Hab Corp**
for the Office; and also a Note with
the Attorney's Name to it. The **Hab**
Corp must be written on Parchment,
with a 5 s. Stamp.

Habeas Corpus returnable imme-
diately before the Chief Justice.

Write as before, usq; ——— quocunq;
noie idem C. censeatur in eadem hea-
tis

Habeas Corpus.

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tis coram dilecto & fidel nostro Ioh^e *Kings*
 Holt Mil Capital Justic nostro ad *Bench.*
 Plita in Cur nostra coram Nobis te-
 nend assign apud Cameram suam
 scituat in le Serjeants Inn in Chancery
 Lane immediate post recepcion hu-
 jus b^{ri}s ad faciend & recipiend ea
 omnia & singula que idem Capitalis
 Justic noster de eo adtunc & ibidem
 Cons in hac parte Et heatis ibi
 tunc hoc b^{re} Teste, &c.

You must write a **Fiat** for the Office
 upon a piece of Parchment, as if for the
 Marshal's Court, thus, *viz.*

Cur' Pall. R. Fiat breve de Hab
Corp p C. D. ad fac & rec im-
mediate.

Norton
 Attorn'.

Habeas Corpus before one of the
 other Judges *ret* immediate.

Coram A. B. Mil und Justic no-
 storum ad Plita in Cur nostra coram
 nob tenend assign apud Cameram
 suam scituat (&c.) immediate post
 recepcion hujus b^{ri}s ad fac & rec, &c.
 (as before.)

E o 3

Habeas

King's
Bench.

Habeas Corpus in Vacation retorn
at a day certain.

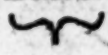
Habeatis coram (&c.) die Lune
quarto die Aprilis circa horam ter-
tiam post meridiem ejusdem die——ad
fac & rec, &c. (ut supra.)

Habeas Corpus where the Sheriff
returns languidus in Prisona.

Willus (&c.) saltem precipimus
tibi qd corpus C. D. per te capt &
in prisona nra sub custodi tua licet lan-
guidus detene sicut p retorn tuum
(or retorn H. F. nuper Die Com pd)
in Cur nra coram Nobis mis Nobis
liquet manifest' heas coram Nobis
die, &c. ad respond A. B. de placito
tnage (or plito Dehi, &c. mutatis
mutandis) Et habeas, (&c.) ut in
al.)

Habeas Corpus upon a Capi Corp
return'd.

Precipimus tibi qd corpus C. D. p
te capte & in prisona nostra sub custodi
tua detene put tu ipd p retorn tuum
in Cur nra coram nob abs missum
reipm

teipm onasti habeas coram Nobis *King's*
apud Westm — die — Et. ad respondi *Bench.*
N. B. de plito tnsgr Et heas, Et. 

The like to the Sheriff of Midd' up-
a Capi return'd.

Midd' N. Prece est Die qd Corp C.
D. p se cape & in Prisonsa Dñi Regis
Regine sub custodi sua detene put p
retozm suu in Cur Dñi Regis coram
ipso Reg' alias mis se onabit heat
coram Dño Rege apud Westm — die
— (Et.) Ad respondendi N. B. de
placito tnsgr Et heat ibi tunc hoc
prece, Et.

A Procedendo to carry back the
Cause for want of Bail.

Willielmus (Et.) Majori Aldris
& Die London saltem Licet
Vobis p hñ nostru nup precepimus
qd Corpus C. D. in Prisonsa nra sub
custodi vra ut dicebati detene sub
salvo & securi conduct' unacum die &
causa capcon & detentione sue quo-
cunqz noie idem C. censeat in eadem
haberetis coram dilecto & fideli nostro
Johē Holt Mil Capital Justic nra
ad Plita in Cur nra coram Nob te-
nend



Procedendo.

nend assignd apud Cameram suam
scituat in le Sergeants Inn in Chancery
Lan: [* or coram A. B. Qui und
Justic nroꝝ ad plita in Cur nra co-
ram Nob' tenend assignd apud Came-
ram suam scituat (Et.) immediate post
recepton istius hys [or haberetis
coram Nob' apud Westm die—Et.
as the return was in Pa. Cap] ad fa-
ciend & recipiend ea omnia & singla
que idem Justic noster [or que Cur
nra coram nobis] de eo adtunc & ibi
cons in ea parte Tamen certis de
Causis nos jam in Cur nra coram
Nob' specialie movend Vobis & cuili-
bet vrm preipimus Qd in quibuscunq;
querelis sive lictis versus ipm C. Ad
lectam A. B. in Cur nra coram nob'
seu aliquo vrm lepat sive affirmat
vel coram vobis seu aliquo vrm jam
pendend indeterminat cum ea celeri-
tate qua poteritis talie pcedatis qua-
lie scdm Legem & Cons Regni nri
Angl [vel * Civie urd London pd]
foze videritis pcedens (Brevi nro
pd vob' inde prius directe in contra-
rip in aliquo non obstant) Teste, Et.
(ut in al.)

* This
Clause is
to be put in
when it is
in London.

Note, If you intend to sue any Defen-
dant to an Outlawry in the King's
Bench, you may do it by Original,
after the like manner as is observed in
the Common Pleas.

PROCESS and PRACTICE
IN THE
Common Pleas.

Instructions for Precipes.

THE first commencing of a Suit in the *Common Pleas* is by **Precipe** and **Pone**, to be drawn upon Paper after this manner, and it serves both for the Original and **Capias**.

As in Debt.

Lincolnd St.

Pr A. B. nup de London Gen qd
reddat C. D. 100l. Cap rec tres
Mich.

Wilson.

Note,

Common
Pleas.



Note, if you set down the return of your **Capias**, the **Philizer** of Course takes care for the Original.

Note, if it be upon a Specialty, as Bond, Bill, &c. you must draw up your **Præcipe** with an **alias dictus**, as it is in the Bond or Bill **literatim**; and if it be upon an Indenture, the **alias dictus** must be recited **literatim**, as in the Indenture.

Note, in a Writ you may have four Defendants, yet you can have but one Plaintiff in a Writ, unless it be in a Joint Action.

And if you would have 2, or 3, or 4 Defendants in one Original then draw your **Præcipe** thus.

Somerset ff.

Pr A. B. nup de **L. Gerd** qđ reddat **J. R.** 10 l. **Pr C. D.** nup de **L. Husbandman** qđ reddat eidem **J. R.** 20 l. **Cap rec quinden Pass.**

Or thus in Debt by **Pone**, to avoid the Fine payable upon a **Præcipe** qđ reddat.

Southton ff.

Si A. B. fec, &c. pon, &c. **C. D.** nup de **L.** in **Clm Comd** tuo freg apud **G. Acetiam** in debo sui **Als p** 20 l. **rec Octab' Hillarij.** Or

Or thus for Book Debt or Promises.

Accediam in Cas p 20 l. rec. And so of the rest. And if any be in Trespass you name Him, his Place and Addition, and then say, **Cum freg apud L. rec Octab' pur.**

In Trespass.

Debond it.

Si A. B. fec, &c. pond, &c. C. D. i u, de L. Yeoman, Cum freg apud S. rec Quinden Pas.

In Assault and Battery.

London it.

Si A. B. fec, &c. tunc pone, &c. C. D. nup de L. Yeoman de plito tngge & insule rec, &c.

In Case.

You may either say generally **de plito tngge sup Casum Rec, &c.** Or if you intend to have a Special Bail, and to go to Trial the same Term, your Writ is return-
able

Common able; then say, *de plito Quare cum, &c.*
Pleas. (setting forth specially the Cause of the
 Action) *Ad dampnū ipsius A. 60 l.*
rec, &c.

And so you may bespeak it Special in
 Trespasses, setting forth the whole Tres-
 pass *ad dampnū*. These special *Capias*
 are Finable as a *Precept quod reddat. viz.*
 Any thing above 40 l. to 100 l. pays
 6 s. 8 d. & 100 l. pays 10 s.

Bail upon Process out of this Court is
 either taken in the Country before a
 Commissioner, and transmitted to a Judge
 of the Court with an *Affidavit*, and af-
 terwards left with the *Philazer* of the
 County.

Or else it is put in above before a Judge,
 and then the *Philazer* of the County
 must attend with his Book.

Or otherwise, if it be at the Suit of a
 privileged Person, as an Attorney or Clerk
 of an Office upon an Attachment, &c. then
 the Prothonotary's Clerk of the respective
 Office is to enter it, and to go with you
 before the Judge to see it acknowledged.

How to make up an Issue.

Issues, &c.

The *Common Pleas* use no *Memoran-*
dum only in Special Cases (as in a Bill
 against an Attorney) but after the Term,
 being

How to make up an Issue.

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being written, and the Prothonotaries name, *Common*
in whose Office they enter, they begin *Pleas.*
with the Declaration thus.

Cook. Hill. II°. Will. Tertij
Regis.

Southton ff.

A. B. nup de C. in Com pd Yeo-
man attach fuit ad respondend D. E. de
plito tnsgr sup Calum Et unde
idem D. p f. G. Attorid suu querie
Quare cum, &c. (verbatim as in the
Declaration.)

Then begin a new Line, and enter your
Issue as thus upon *Non assumpsit.*

Et pd A. B. p H. J. Attorid suu *Non as-*
vend & defend vim & injur quando, &c. *sumpsit.*
Et dicit qd ipd non assumpsit sup se
modo & forma put pd C. supius ver-
sus eum querie Et de hoc pon se sup
Priam Et pd C. sile Jo prepe est
Dic qd Venire fac hic in Octab Pu-
rificationis bte Marie duodecim, &c.
p quos, &c. Et qui nec, &c. ad Re-
cogn, &c. Quia tm, &c.

Non

Common
Pleas.

Non Cul in Case.

Et p^r A. (Ec.) quando, &c. Et dicit qd ip^e in nullo est Culpabilis de p^rmissis lupius ei imp^ore put p^r C. lupius versus eum querie Et de hoc pon^t se sup^r Priam Et p^r C. filie Jo p^rcepe est Dic, &c. as before.

Nota, if in Trespas, then Et dic qd ip^e in nullo est Culpabilis de t^rnsgr^e p^r put, &c.

Nil debet p^r Priam.

Quando, &c. Et dicit qd ip^e non debet p^rfac A. B. p^r 20 l. nec aliquam denar^u sum^u in forma qua idem A. lupius versus e^u narrabit Et de hoc pon^t se sup^r Priam Et p^r A. filie Jo, &c. as before.

Non est factum to a Bond.

Quando, &c. Et dicit qd ip^e de Debo p^r virtute scribe p^r o^rari non debet quia Dic qd scriptum illud non est factum su^u Et de hoc, &c. (ante.)

Or thus to a Bill.

Et dic qd ip^e de debo p^r virtute bille p^r o^rari non debet Quia dic qd

How to make up the Record.

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qd billa ill non est factum suu Et Common
de hoc, &c. Pleas.

And so of an Indenture, &c. mutatis
mutandis.

How to make up the Record.

First write the Word **Plita** in a great
Hand, and then write the rest of the Re-
cord in a small Hand. *Viz.*

Plita apud Westm coram Georgia
Creby Mil & Sociis suis Justie
Dnd Reg' de Banco de Term Scd
Hillarij Anno Rnd Dom Willi Ter-
tij Dei Gra Angl Scoc Franc &
Hibnie Regis fidei Defens, &c. unde-
cimo.

Ro. 145.

Then beginning a New Line near half
an Inch distance, enter the Declara-
tion, as follows.

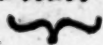
Southron II.

A. B. nup de **C.** in Com pñ Gen
attach fuit ad respondend **D. E.** de
plito tñsge sup Casu Et unde idem
p. f. G. Attornd suu Querit Qua-
re cum, &c. — To the end of the Issue,
Quia tam, &c.

Then

Common

Pleas.



Then begin the Jurata within an Inch thus.

Southton ff.

Jur ine D.C. Quer Et A.B. nup de C. in Com qd Gen de Plito mſgr ſup Caſum ponit in reſpſm hic uſq in Quinden Paſche Niſi Juſtic Dnd Regis ad Affias in Com pſ captenſ assign p ſormam Statuti, &c. die — [the day of the Affizes] apud — [the place where the Affizes are held] in Com pſ prius ven p, deſed Jur Quia nult ven Jo Dic heat Corpora, &c. Et ſciend eſt qd bzd inde Juſtic hic in Cur iſto eoz Ter- mio delibaber Deputae Dic Com pſ in ſorma Juris erequend, &c.

If your Jurata be in London,
then ſay,

London ff.

Jur, &c. (as before) ponitur in re ſpſm hic uſq [the very next Day after the Sittings, if in Term; if after Term, then to the firſt Retorn Day of the next Term] as Quinden Paſche Niſi Geor- gius Treby Mit Capital Juſtic Dnd Regis de Banco hic assign p ſormam

form Statuti, &c. die — [the Day of Common
the Sittings] apud Guildhall London Pleas.

pius veni, &c. (as before to) delibera-
ver N. B. M. [naming the Under-she-
riffs Name] Deputat Vic London in
forma Juris exequent, &c.

If in Widd you say Nisi (&c.) apud
Westm pd in Magna Aula pli-
torum vulgariter nuncupat West-
minster Hall ibm (&c.) prius
ven, &c.

The Form of a Venire Fac'.

Guilielm Tertius Dei Gra Augt
Scoc Franc & Hibernie Rex
fidei Defensor, &c. Vic S. saltem
precipimus tibi qd Venire fac coram
Iustie nris apud Westm in Curia
Purificacon bte Marie duodecim Li-
beros & legles hoies de vicin de C.
in Com tuo quoz quilibet heat decd
Libr Tert Centoz vel Reddie p Ann
ad minus p quos Rei veritas melius
Sciri poterit Et qui uer D. C. Quet
nec N. B. nup de C. in Com tuo
Gen * aliqua affinitate atting ad
faciend quandam Juram Priu inc
Partes pd de plito transgr [as the
Cause of Action is] Quia tm idem C.
(who first takes Issue) qm pd A. inc
quos inde Contentio est posuer se in
Juratam ill Et heas ibi noia Jue
F f Et

Common Pleas. Et hoc habeas Teste. G. Treby apud
Westmnd 23^u. die Januarii Anno Rnd
nrd Undecimo.

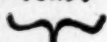
Note, if it be upon a Specialty you
must put in the *Alias die*.

The Form of a Habeas Corpus.

Guilielm^{us} Tertius Dei Gra^{ti} Angl^{ie}
Scot^{ie} Franc^{ie} & Hib^{ernie} Rex fi-
de Deuseus, &c. Dic. S^{ci} saltem p^{re}ci-
pimus tibi q^{uo}d heas coram Justicⁱ
nris apud Westmnd a die Pasche in
quindecim dies vel coram Justicⁱ nris
ad Alias in Com^{itatu} tuo capiend^{um} as-
sign^{um} p^{er} formam Statute inde p^{re}vis
si die [the Day the Assizes are held]
apud, &c. [the place where] in Com^{itatu}
tuo p^{rius} ven^{it} Corpora A. B. C. D.
E. f. &c. [naming the Jury retorn'd on
Pannel] Jur^{es} sunt in Cur^{ia} n^{ra} coram
Justicⁱ nris apud Westmnd in^{ter} D. E.
Quer^{it} p^{er} A. B. nup^{er} de C. in Com^{itatu} tuo
ven^{it} de placito m^{ag}is ad faciend^{um} Ju-
ratam it^{em} Et heas ibi hoc v^{er}o Teste
G. Treby apud Westmnd 12^o die fe-
b^{ruarii} Aⁿo. r^{egni} n^{ost}ri Undecimo.

The Form of a Subpœna ad Te.
Mittand'.

Guilielm' Terr' Dei Gra (cc.) A. B.
 C. B. E. F. & G. H. saltem p-
 cipimus vobis & cuilibet vrm' firmie
 injungend' Qd oibz aliis ptermiſſis &
 excuſatione quacumq; ceſſand' in propi-
 ſion' vris coram ſitis Juſticiariis ad Al-
 ſias apud [the Place where the Aſſizes
 are held] in Com' S. die [the Day
 when the Aſſizes are held] pr' futur
 tenend' ad teſtificand' & veritatem di-
 cend' in quadam Materia Controver-
 ſie in Cur' nra coram Juſticiariis
 apud Weſtm' penden' indeterminat
 Ine D. C. Quer' & A. B. nup. de C.
 in dco Com' S. Gen' Def. de placito
 tranſgi Et hoc nullatenus omittatis
 nec aliquis vrm' omittat ſubpena cu-
 juſlibet vrm' Centum Librar' C. S.
 (&c. ut in al.)



A Subpœna Ticket.

Mr. C. F.

BY virtue of a Writ of Subpœna to
you directed, and herewith shewed
unto you, you are personally to be and
appear before his Majesty's Justices of As-
sise on next, being the
day of at of the Clock
in the noon of the same day, at
the Court then to be holden at

If for Lon-
don or Mid-
then before
G. Treby,
Etc. mutas.
mutandis.

to testify the Truth, according to your
Knowledge, in a certain Cause now de-
pending, and then and there to be tried
between D. E. Plaintiff, and A. B. Gent.
Defendant in a Plea of Trespass on the
part of And here-
of you are not to fail on pain of One hun-
dred Pounds; Dated the
day of in the Eleventh year
of the Reign of our Sovereign Lord Wil-
liam the Third, by the Grace of God of
England, Scotland, France and Ireland
King, Defender of the Faith, &c. Annoq;
Dom. 1699.

How

*How to enter Issues and Judgments
on the Rolls.*

Make a Margent of an Inch, then rule your first Line about a Span from the Top of the Roll, and then enter your Declaration thus.

Southton ff.

**A. B. nup de C. in Com p̄s Gen
sund fuit ad respons C. f. de placito
q̄s reddat ei Centum Libras, &c.** [And
so on **verbatim**, as in the Declaration,
to the end thereof] **Et inde pducit
Sectam, &c.** [And so enter the rest of
your Pleadings, beginning a new Line at
each Plea, Replication, &c.

To enter up Judgments in **Coī Banco**
by **Nil Dic, Cogni Actonem**, and
Non sum Informatus, you must
observe as follows.

After you have entered your Declaration
(as before) then begin a new Line, and
enter the Judgment.

Nil Dicit in Case.

Et p̄s A. B. [naming the Defendant]
**p C. D. Attozū sund veni & defend vim
& injur quando, &c.. Et nihil in bar-**
ram

Common Pleas. ram sive p̄clusionem Actionis p̄d C. dicit p̄ quod idem C. remanet illud p̄fac A. inde indefens — Ob quod idem C. dampna sua oꝛtione p̄missa illud p̄fac A. recuperare debeat Set quia nescitur que dampna p̄d C. sustinuit oꝛtione p̄missa ideo p̄cepte est Die qd̄ p̄ sacrm̄ p̄boꝛd̄ & leglium homin̄ de Com̄ p̄d diligene inquirat que dampna p̄d C. sustinuit tm̄ oꝛtione p̄missa qm̄ p̄missis & custag' suis p̄ ipm̄ circa sectam suam in hac parte appoie Et inquisitionem quam inde fecit Die constare faciat Iustie Dnd Regis apud Westm̄ a die Pasche in quindecim dies sub sigillo, &c. & sigillis, &c.

Writ of Inquiry of Damages awarded.

Nil Dicit in Case on Assumpsit.

You write as avove verbatim, only for the words [Oꝛtione p̄missa] you must say [Oꝛtione non p̄loꝛmazon p̄mission & assumpton p̄d.]

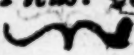
In Trespass say, [Oꝛtione tns̄gr̄ p̄d.]

In Assault say,

[Oꝛtione tns̄gr̄ & insule p̄d] If in Assault and Imprisonment [Oꝛtione tns̄gr̄ insule & imprisonementi p̄d.]

In Covenant.

Common

Ut supra usque — Ob quod idd Pleas. 
 C. dampna sua orzone fractionis
 Conventionis pd sūs p̄fat A. recupere
 rare debeat set quia nescitur, &c. (as
 before.)

Nil Dicit in Debet.

Write as before in case — Als remain
 sūs p̄fat A. inde indefens Iō Con-
 sideratum est qd pd C. recuperet sūs
 p̄fat A. Debum sūt pd & Dampna
 sua orzone detentionis Debi illi ad
 quadraginta Solidos eidem quer ex
 assensu suo p Cur hic adjudicare Et
 pd A. in miā. &c.

Here set
 down the
 day Judge-
 ment was
 signed.
 Mia.

Nil Dicit in Ejectment.

A Writ of Inquiry of Damages.

Write. Ut supra usque — inde-
 fens Iō consideratum est qd pd C. re-
 peret sūs p̄fat A. Terminum suū pd
 de & in Desuagio & Cēncis pd [ac-
 cording to the Parcels in the Declaration]
 cum p̄rtiū adhuc ventur & dampna
 sua orzone rūsgr & Ejection illi Set
 quia nescitur que Dampna pd A. su-
 stinuit occasione tūsgr & Ejectionis
 pd p̄cepte est Dic qd p Sacm p̄doy &
 liglium homin de Com suo pd dili-

A Writ of
 Inquiry
 awarded.

Common
Pleas.

A Writ of
Possession
awarded.

gene inquirat que damna p^r E. fu-
stinuit t^m octone t^msg^r & Ejectionis
p^r q^m p^r milis & custag^r suis p^r ipm
circa sextam suam in hac parte ap-
positis Et Inquisitione qua, &c. Die
constare fac^r hic apud Westm^a a die
Pasche in quindecim dies sub sigillo,
&c. & sigillis, &c. Idem dies dat^r est
p^rfac. E. hic, &c. sup^r hoc id^m E. p^re
h^re Dⁿd Regis Die Com^o p^ro diri-
gend^r de here faciend^r ei possessionem
Termini sui p^ro adhuc ventur^r de & in
mesuagio & T^entis p^ro cum pertin^r
Et ei concedit^r retornable hic ad p^r-
fac Terminum, &c.

Nil Dicit cum remitt^r Dampn^r.

If your Judgment be with a remittit^r
dampna, then after the words inde de-
fens^r, add **I^o cons^r est q^d p^ro E. re-
cupet s^rus p^rfac. A. Termin^r suu^m p^ro**
de & in Maⁿro & T^entis p^ro cum per-
tin^r adhuc ventur^r & dampna sua octone
t^msg^r & ejectione p^ro sibi adjudicari, &c.
Et sup^rinde p^ro E. gratis hic in Cur
fatere se ulterius nolle p^rosequi ver-
tus p^rfac. A. de aliquib^z dampnis ei
octone t^msg^r & ejection^r p^ro ad judi-
cand^r set n^ra humo^ri dampna ei sic ad-
judicand^r gratis hic in Cur remittit^r
& relaxat I^o p^ro A. de eisdem dam-
pnis

pnis sic quies Et ea inde sine die, &c. *Common*
 C. sup hoc pd' C. per bzd Dnd Regis *Pleas.*
 & Dne Reg' Vic Com pd' dirigend'
 de here faciend' ei possessionem Tenuij
 sui pd' de & in Manio & Tenuis pd'
 cu pertm adhuc ventur Et ei conce-
 dit retornabile hic a die Pasche in
 quindecim dies, &c.

Judgment by Cogit Accosi.

Et pd' A. p B. Attoznd suu veni &
 defend' vim & injur quando, &c. Et
 dic qd' ipd non potest dedicere Atto-
 nem pd' C. pd' nec quin ipd debet eid'
 C. pd' 20 l. [if upon Bond, then say, Et
 dic qd' ipd non potest dedicere quin
 scriptum obligatorium pd' est factum
 ipsius A. nec quin ipd debet eidem
 C. pd' 20 l.] modo & forma put pd'
 C. supius versus eum narrabit Jo
 Consideratum est. qd' pd' C. recuperi Sign' die
 versus pfae A. debum suu pd' & dam. An. Will.
 pna sua octone detentonis debi ill ad Tertii.
 50 s. eid' C. ex assensu suo p Cur hic
 adjudicat Et pd' A. in mia, &c. Mia.

Judg-

Common

Pleas.



Judgment. Non sum Informatus
in Case.

Writ of
Inquiry
awarded.

Et p^r A. B. p C. D. Attorn^u suu
ven^t & defend^u vim & inju^r quando, &c.
Et idem Attorn^u dic^u qd' ip^se non est
info^rm^u p eund' A. Magr^u suu de ali-
quo respoⁿs^a p eod' A. p^rfac C. in lo-
quela p^rd' dand' Et nichil aliud inde
dic^u p qd' idem C. remanet ver^s p^rfac
A. inde defens^u — Ob quod idem C.
dampna sua oc^rone p^rmis^s ver^sus p^r-
fac A. recupare debeat set quia nescit^r
que dampna p^rd' C. sustinuit oc^rone
p^rmis^s p^rcepte est Dic^u qd' p sac^ram p^r-
bo^r & leglin^u homin^u de Com^u p^rd' di-
ligen^u inquirat que dampna p^rd' C.
sustinuit tm oc^rone p^rmis^s qm^u p mis^s
& custag^u suis p ip^sm circa sectam suu
in hac parte appoi^r Et Inquisitionem
quam inde fecit Dic^u constare faciat
hic apud Westm^u a die Pasche in
quindecim dies sub sigillo, &c. Et si-
gillis, &c.

In Case upon assumpsit say; oc^rone
non p^rfo^rmacon^u p^rmission^u & assum-
pcon^u p^rd.

In Covenant.

Write as above usq; — Ob quod idem
C. dampna sua occasione fractonis Con-
ventionis p̄s versus p̄fac A. recuperare
debeat Set quia nescit̄ que dampna
idem C. sustinuit occasione fractonis
Conventionis p̄s p̄cepte est Dic qđ p
sacram p̄bor. & legim̄ homin̄ de Com
p̄s diligenc̄ inquit, &c. (ut antea.)

In Debt.

Write as first above usq; — inde in-
defens̄ Nō Cons̄ est qđ p̄s C. recuperet
plus p̄fac A. debum suū p̄s & dampna
sua occasione detentionis Debi illi ad
60 s. eidem C. ex assensu suo p̄ Cur
hic adjudicat Et p̄s A. in mia, &c. Mia?

Ejectment.

Write as above usq; inde indefens̄ —
Nō Consideratū ē qđ p̄s C. recuperet
plus p̄fac A. Terminum suū p̄s [or
possessionem Termij sui p̄s] de & in
mesuagio & Cēntis p̄s cum purtū
adhuc ventur̄ accciam idem C. dam-
pna sua occasione Inſgr̄ & Ejectionis
p̄s recuperare debeat Set quia nescit̄
que dampna idem C. sustinuit occasione
inſgr̄ & Ejectionis p̄s p̄cepte est Dic. &c.
(as before in Nil dicit in Ejectment, with
Inquiry of Damages.)

*Commons
Pleas.*

If you have any occasion for a Remite Dampn enter as before by Nil dicat, with Remite dampn.

• In Trespass.

The same as first above, only for (occasione pmissa) you must say (occasione Tnsgr pñ) with a Writ of Inquiry.

In Trespass and Assault.

You must say——octone Tnsgr & insule pñ.

In Trespass, Assault and Imprisonment.

Octone Tnsgr Insule & Impri-
sonament pñ.

An Attach' Privileg'.

For an Attorney of the Common Pleas.

Guilielm Tertius, &c. Die II. kalte
Attach C.D. E.F. (&c.) ita qd
eos habeas coram Justic priis apud
Westm die—— pr' post—— Ad re-
spondend A.B. Sed un Attozn Cue-
nre de Banco juxta liberales & pprivi-
leg ejusdem Cur p humoi Attozn ac
aliis

aliis Ministris de eodem Banco a Common
tempore quo non existit memoria usi. *Pleas.*
et approbat in eadem de plito tngt
Et habeas ibi hoc bꝛd Teste, &c.

For the Chief Prothonotaries Clerk.

Ad respondend' A. B. Gen. und Cli-
cor 24 Johis Cook At Capitalis Pro-
thonotarii Curie nꝛe de Banco juxta
libꝛae & privileg' ejusdem Cur' p hu-
mōi Clericis & al Ministris de eo-
dem Banco a tempore quo, &c.

Second Prothonotaries Clerk.

Ad respondend' A. B. und Clico 24
Thome Winfoꝛd At sc̃i Prothon-
Cur nꝛe de banco juxta libꝛae, &c.

Third Prothonotaries Clerk.

Ad respond' A. B. und Clico 24
Willi Tempest At unius Protha-
tar Cur' nꝛe de Banco juxta li-
bꝛae, &c.

Habeas



Habeas Corpus cum Causa ad faci-
& ret., retornable in Court.

Guilielmus Tertius, &c. Majori
 Aldris & Vic Civie London
 saltem precipimus Vobis qd' heatis
 coram justic nris apud Westm —
 (the Return) Corpus C.D. in Prisona
 nra sub custodi bra detene ut dicite
 quocunq; noie censeate in eadem una-
 cum die & causa capcon & detencon
 ejusdem ad faciend & recipiend quod
 Curia nra de eo Cons in hac parte
 Et habeas ibi hoc bꝛ Teste, &c.

Habeas Corpus to the Marshals
Court retornable immediate.

Guilielmus Tertius, &c. Judicibꝫ
 Cur Palatii nostri Westm & cor-
 cuilibet saltem precipimus Vob qd' Cor-
 pus A.B. in Prison nra sub custodi
 bra ut dicite detene quocunq; noie
 censeate in eadem unacum die & causa
 capcon & detencon ejusdem habeatis
 coram Georgio Treby Mil Capital
 Justic nro [or coram] J. P. Mil
 und Justic nro, when 'tis retornable
 before another Judge] de Banco apud
 Cameram suam scituas

immo:

Habeas Corpus, &c.

457

immediate post recepcionem *Common*

huius hris Ad faciend' & recipiend' Pleas.

quod idem Justic' noster adtunc &

ibm de eo cons' in hoc parte Et hea-

tis ibi hoc h'ed Teste, &c.

Habeas Corpus upon a Capi Corp
return'd in Debt.

—Saltem Precipimus tibi qd ha-
beas coram Justic' nris apud Westm
(tli die retozn) corpus A. B. quem p
pcepte nrm cepisti & penes te detines
put tuipd Justic' nris apud Westm
(tli die) ulte pterie mand' ad respon-
dend' E. D. de plito qd reddat ei
20 l. quas ei debet & injuste detinet
ut dic' Et heas ibi hoc h'ed Teste, &c.

Sile in Tnsgt.

Ad respond' E. D. de plito quare
di & Armis elm ipius E. apud E.
fregit & alia enozmia ei intulit ad
grave dampnū ipius E. Et contra
pacem nram ut dic' Et heas, &c. And
so in other Actions according to the Form
of the Capias.

A Pro

A *Procedendo* to the Marshalls
Court.

If before
another
Judge say,
*Coram A.
B. Mil' un'
Justic' nro
de Banco,
&c.*

Guilielmus Tertius, &c. *Judicibz*
Cui Palatii nro Westm & eo-
rum cuilibet saltem cum nup vobis
p hre nostrum pcepimus qd habere-
tis coram Georgio Treby Mil' Cap-
tal Justic nro de Banco apud Came-
ram suam scituat in
mediate post
receptum hris pd' corpus A. B. in
Prisona nra sub custodi vra detene-
ut diciti unacum die & causa caprom
& detencom ejuldem quocunq; node idd
A. censeate ad faciend & recipiend
quod pfac Capital Justic noster de
eo cons in hac parte Tamen certis de
Causis Justiciariis nris de Banco
pd apud Westm in hac parte specialie
moven vobis & cuilibet vrm Preci-
pinus qd in quibuscunq; Plitis &
Querelis suis ipm A. B. in Cur
nra coram vob moe sive penden scdm
Legem & Cons Regni nro Angl ac
Cur pd predatis cum effectu aliquo
breui vobis nup in Contrarium directe
non obstante, Teste, G. T. &c.

How to pass a Fine.

Note there are several ways of passing
a Fine.

IF the Parties to acknowledge the Fine
be in the Country, you must first draw
up Instructions for the Cursitor of the Coun-
ty to make a *Dedimus potestatem*, and give
him the Commissioners at the bottom;
which may be after this manner, on a piece
of Paper.

Glouc. R. *Per A. B. Gen. & C. Ur-*
ejus qd iuste, &c. ten. C. D.
Com. &c. de uno Mesuag-
uno Gardino uno pomar-
Decd ac. terre & Com. pa-
sur sibi & averiis cum per-
tind in f. Et nisi, &c.

G. H. Mil.

De pō direct' } *J. h.*
 } *L. M.*
 } *R. O. &*
 } *P. Q.* } *Gen.*

You must carry this direction to the
Cursitor of the County and bespeak a *De-*
dimus.

Common
Pleas.

This *Dedimus* you must send down to your Client, who must also write over the *Præcipe* upon Parchment, and under that the Concord, as the nature of the thing requires, with a Caption, for variety whereof, as also of *Præcipes*, I refer you to the New Book for Fines and Recoveries; yet for your better Instruction, I shall hereafter set down what is material therein to be observ'd.

When the *Dedimus* is Return'd back to London, then it is usual to bespeak the Covenant of the Curfitor (by leaving the *Dedimus* and Caption with him) which Covenant you must carry to the Alienation Office in the Temple to be compounded.

Next you must make a Warrant of Attorney for it, upon a piece of Parchment, after this manner:

Hil. 12. Cal. 3. R^a.

Wilt^s n. C. D. p^o loco suo J. S. ad
ps h^o de Con Glus N. P.
Gen & C. Ar' ejus de tria
& testis in f. &c.

Saunders.

Then you must carry this Warrant of Attorney and Covenant to the Clerk of the Warrants in *Essex* Court in the Temple, who

who will file your Warrant, and sign your *Common Pleas* Writ of Covenant for 4 d.

Next you must carry your Writ of Covenant to be Return'd at Mr. Mill's Office in the Temple, (and if it be in *London* or *Middlesex*, you must carry him a Note of the Parcels and the Buttels, Signs and Tenants Name) who will Return it.

Then you must annex your *Dedimus* and Caption to it, and carry it to the *Custos Brevium* in *Essex* Court, to indorse the Proclamations upon it

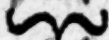
From thence you carry them, as annexed, to the King's Silver-Office in *Symonds* Inn in *Chancery* Lane to be Entred; (but before you go there, you must get the Curfitor to mark your Writ of Covenant, how much for the King's Fine, or else they will not Enter it.) When it is Entred in this Office it is accounted a Fine in Law.

From the Silver-Office you must carry it as annexed to the Chirographer's Office, for the Indentures to be made upon it: Where it is left on Record, and the Indentures you must give or send to your Client. Thus it is perfected.

How to acknowledge a Fine before the Chief Justice.

If you intend to acknowledge your Fine Before the Chief Justice at his Chamber; as Chief Justice you well may, if the Parties be in Town.

Common
Pleas.



Then, write a *Pracipe* and Concord in Parchment, and another in Paper. To which let the Parties subscribe their Names. Then they must go with you to the Chief Justice, and acknowledge it before him; and you must leave the Paper *Pracipe* with the Judges Clerk.

Then you may bespeak your Writ of Covenant of the Cursitor, and proceed through the Alienation-Office, Warrant of Attorney, Return-Office, *Custos Brevium*, King's Silver, and Chirographer's Office, as before; annexing the Caption to the Covenant, before you carry them to the *Custos Brevium*.

At the
Assizes.

Note, you may acknowledge a Fine before one of the Judges at the Assizes, and there you leave the *Pracipe* and Concord with the Judges Clerk; and when the Judge comes to Town, you must bespeak of the Cursitor of the County a General *Dedimus*, to be directed to that Judge, and his Clerk will Return the Substance of the Concord on the Back of the *Dedimus*.

Then you must get a Writ of Covenant, and Compound it as before, and pass it through all the Offices as before, with the *Dedimus* annexed, before you go to the *Custos Brevium*, &c.

Several

Several Forms of Præcipes and
Concords.

A Fine from one to one of a
Messuage, &c.

Silts ff. Precipe A. B. qđ iuste, &c.
tenē C. D. Con, &c. de uno messuagio
duobus gardinis triginta acr terre
viginti acr prati & decem acr pa-
stur cum pertinē in A. & nisi, &c.

Et est Concordia tñ scilicet qđ p̄dix'
A. Recognit p̄dix' tenēta cum pertinē
se ius ipsius C. ut illi que idem C.
et de dono p̄dix' A. Et illi remisit Et
nec claud de se & heredibus suis
p̄dix' C. & heredibus suis imp̄pund
et p̄terea idem A. concessit p se &
heredibus suis qđ ip̄d Ware p̄dix' C.
heredibus suis p̄dix' tenēta cum per-
tinē contra ip̄m A. & heredes suos im-
p̄m Et p hac, &c.

A. B.

ape & cogit

Anno

Regni Dni Willi tertiij

nunc Rē Angl, &c. 12.

rozam

Common

Pleas.

By one to two of a Messuage, Lands,
and Common of Pasture.

Southton ff. *De A. B. qd iuste, &c.*
ten C. D. & E. f. Con, &c. de quin-
que messuagiis quinque gardinis
trescenc acr terre ducenc acr bosci
& coia pasunt p omnibus aberiis ad
pertin in G. &c.

Et est Concordia tñs scit qd pñcia
A. Recognit tenet & coiam pñ cum p-
tin esse ius ipsius C. ut illi que iidem
C. & E. habent de dono pñcia A. Et illi
remis & quier clam de le & heredibus
suis pñ C. & E. & hered ipsius C. im-
ppum Et pñcia idem A. concessit p
le & heredibus suis qd ipñ Ware pñ-
cia C. & heredibus ipsius C. tenet &
coiam pñ cum pertin contra ipñ A.
& hered suos imppum Et p hac, &c.

Cape & cogn

die

Anñ Reg

Dud Willi tere nunc

Regis Angl 12. coia

Note, where there be divers Cognizees,
the Right shall be limited to one of them
only, and the Estate limited to his Heir
only, whose Right it is acknowledged to be

be. But if the Cognizees be joynt Purcha-Common
fers, it is said hereditus suis instead of Plac.
the Heirs of one of them.

From Husband Wife, of the Hus-
bands Lands.

Lincoln. ff. Pr. A. B. & C. ux' ejus
qd' iuste, &c. ten. D. C. con. (&c.) de
(&c. as before.)

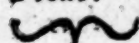
Et est Concordia t'is scit qd' p'dice
A. & C. recogit testia p'dice cum p'tim
esse ius ipsius D. ut illi que idem D.
het de dono p'dice A. & C. Et illi re-
miser & quier clam de ipis A. & C.
& heres ipsius A. p'lar D. & heres suis
imppum Et p'terea idem A. & C.
concesser p' se & heres ipsius A. qd' ipd
Warr p'd' D. & heres suis p'd' testa
cum p'tim contra ipos A. & C. & he-
res ipsius A. imppum Et p' hac, &c.

From the Husband and Wife, of the
Wives Lands.

Somers. ff. Pr. A. B. & C. B. ux'
ejus qd' iuste, &c. ten. D. C. con. &c.
de, &c. as before naming the Parcels.

Common

Pleas.



Et est Concordia tñs scilt qđ pđ. A. & C. Recognđ pđice tenementa cum pñm esse ius ipius D. ut illi que idđ D. het de donđ pđice A. & C. Et illi remiser & quier clam de ipis A. & C. & heredi ipius C. pñae D. & heredi suis impptum Et pñrea iidem A. & C. concess. p se & heredi ipius C. qđ ipđ Warr pñice D. & heredi suis pñice tñta cum pñm contra pñice A. & C. & heredi ipius C. impptum † Et p hac, &c.

* If you are not certain whether they are the Lands of the Husband or Wife, then say, *Heredibus suis*. And observe, That many to make the Warranties sure in case of Man and Wife, do first make a Warranty from the Husband, as before, and then add a Warranty to bar the Wife and her Heirs, thus: (*Viz.*)

† Et ulterius iidem A. & C. concesser p se & heredi ipius C. qđ ipđ Warr tñta pñice cum pñm pñae D. & heredibus suis contra ipos A. & C. & heredi ipius C. impptum Et p hac, &c.

Note, When a Fine is from divers, the Fee is supposed to be in one of them only, if it so be, and the Release and Warranty from him.

But

But generally where there are divers *Common* Cognizors, the Release is from them and *Pleas*. theirs. As follows. 

(viz.) From Three to Two.

Et est Concordia tunc scilicet quod p[ro]dice
A. B. & C. Recogn[oscit] t[est]a p[ro]dice cum
pertin[et] esse jus ipsius D. ut illi que
t[est]em D. & C. h[ab]ent de dono p[ro]dice A.
B. & C. Et illi remis[er]unt & quic[quid] clam[or]
de ip[s]is A. B. & C. & hered[ibus] suis p[ro]fac
D. & C. & hered[ibus] ipsius D. imp[er]petu[m]
* Et p[ro]terea t[est]em A. B. & C. concessit.
p[ro] se & hered[ibus] ipsius A. quod ip[s]i War[ant] t[est]a
t[est]a p[ro] cum p[ro]tin[et] p[ro]fac D. & C. &
hered[ibus] ipsius D. contra ip[s]os A. B. &
C. & hered[ibus] ipsius A. imp[er]petu[m] Et
p[ro] hac, &c.

* Note, That generally in such Cases of
divers Cognizors they Warrant apart, as
follows.

Et p[ro]terea idem A. concessit. p[ro] se &
hered[ibus] suis quod ip[s]i War[ant] t[est]a p[ro]dice
cum p[ro]tin[et] p[ro]fac D. & C. & hered[ibus] ipsius
D. contra p[ro] A. & hered[ibus] suos imp[er]pe-
tu[m] Et ulterius idem B. concessit p[ro]
se & hered[ibus] suis quod ip[s]i War[ant] t[est]a
p[ro]dice cum p[ro]tin[et] p[ro]fac D. & C. & hered[ibus]
ipsius D. contra p[ro]dice B. & hered[ibus]
suos

Common suos imperpetuū Et etiam idem C.
Pleas. concessit p se & heredibus suis qd ipsi

Warr tenta p dice cum p^{ri}m p^{re}fac D.
 & C. & hered ipsius D. contra p^{re} C.
 & hered suos imperpetuū Et p
 hac, &c.

And so of the like by these words, Et
 p^{re}terea, Et insuper, Et etiam, Et ul-
 terius, Et denique &c. and the like.

*Several
 Purchasers.*

Also observe, That Lands bought of di-
 vers Persons, by several Purchasers may
 pass very well in one Fine; and then the
 Writ of Covenant must be brought by all
 the Vendees against the Vendors, and every
 Vendor must Warrant against himself and
 his Heirs only.

And note farther, That one Concord
 may be of Lands in several Counties, and
 the Fine p^{er} licentia Concord of all ex-
 tracted intirely; but there must be seve-
 ral Writs of Covenant retornable all at
 one day.

*Several
 Counties.*

And so if the Lands lye in a Parish that
 extends into several Counties, you may Sue
 out a **Deu p^{re}** from the Cursitor of which
 of the Counties you please, but must set
 forth what Lands lye in this County, and
 what in the other.

The Form of a Fine *sur Done Grant*
& *Render*, otherwise called a
double Fine.

Wiltz ff. **P**recipe A. B. Quid qd
juste, &c. ten C. D. Con-
vention et. de Manerio de C. cum
ptin &c. Et nisi, &c.

Et est Concordia talis scilicet qd pd
A. recogn Manerium pd cum ptin
esse jus ipsius C. ut ill que idem C.
habet de dono pd A. Et ill remisit &
quies clam de ipso A. & heredibus
suis pd C. & heredibus suis imper-
petuum Et preterea idem A. concessit
p se & heredibus suis qd ipsi Warr
Manerium pd cum ptin pstat C. &
heredibus suis contra ipsum & here-
des suos imperpetuum Et p hac recogn Grant and
remission quies clam Warrane Fine Render in
& Concordia idem C. concessit pd A. Tail, with
pd Manerium cum ptin Et ill ei red- divers Re-
didit in eadem Cur habens & tenens mainders
eidem A. & heredibus quos idem A. over.
pcreaverit de corpore f. tunc Uxor
ejus tenens de Capitalibus Dominis
Feodi ill p servicia que ad pd Maner
ptinent Et si contigerit qd idem A.
obiret sine hered' p ipsum de corpore
ipsius f. pcreat tunc post decessum
ipsius

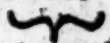
Common Pleas **W** ipsius A. p^o Manerium cum p^otiū in-
tegre reman^o p^o f. tenend^o (Ec.) tota
vita ipsius f. Et post decessū ipsius
f. p^o Mañiū cū p^otiū integre reman^o
rectis hered^o p^o C. tenend^o (Ec.) Et
p hac, Ec.

The Form of a Fine *sur concessit.*

Southton ff. **P**recipe A. B. & C. Hr^o
ejus q^o j^oste, Ec. ten^o
D. C. con^o, Ec. de duobus mesuag^o
duobus gardinis & quadraginta
ac^o terre cum p^otiū in f. Et
nisi, Ec.

Et est concordia talis scilicet q^o p^o A.
& C. concess. p^olac D. tēta p^o cum
p^otiū ac totum & quicquid iidem A.
& C. in p^o tētis cum p^otiū ad ter-
minum vite ipsius C. hent Et ill
eidem D. in eadem Cur reddider
hend & tenend^o eidem D. tota vita
ipsius C. Et p^o A. & C. Mari p^o
D. tēta p^o cum p^otiū sicut p^odice^o est
contra p^o A. & C. to^o vie ipsius C.
Et p hac, Ec.

Alit' for a Lease.



Et est concordia talis scilicet qd' pd'
M. & C. concessit, pd' D. tenita pd' cum
Et illi ei reddiderit in eadem Curia
tenend' & tenend' p'fac D. Executori Ad-
ministratori & Assign suis a festo Sti
Michis Archi nunc. ule p'terit p' ter-
minu vigine un' Annoꝝ extunc p't
queni & plenat complendi & finiend'
pd' M. & C. aut eoꝝ ale tam diu
vixerit vel vixerint reddend' p'inde
idem M. & C. & eoꝝ supviven'
ad grand' piperis annuatim solvend'
p' festu, &c. durand' toto Terminu p'd si
etatur Et p'terea iidem M. & C.
Harrane pd' D. tenita pd' cum per-
sicut p'd est contra pd' M. & C. &
cred' & assign suos durand' vitis
eoꝝ M. & C. & vita eoꝝ diutius
viven' Et p' hac, &c.

Note, Such Rent, &c. may be reserved
on these Sort of Fines, as in Leases.

The

Common

Plas.



The Form of a Fine sur Cognizance
de Droit tantum.

Wills R. **P**recipe A. B. & C. ut
ejus qđ iuste, &c. te-
neant D. C. Conventioem, &c. de
tertia parte trium Mesuagiorū
trium Gardinorū ducentē Acri Terre
sexagine Acri Prati & centū Acri
Pasture cum p̄ciū in F. C. & D.
Et nisi, &c.

Et est Concordia talis scilicet qđ p̄
A. & C. recognō tertiam partem p̄
cum p̄ciū esse ius ipsius D. Et con-
cesserit qđ eadem tertia pars cum p̄ciū
(quam J. R. vidē tener ad terminum
vite sue de hereditate ipsius C. die
qđ hec Concordia facta fuit Et que
post mortem ejusdem J. R. ad ip-
sos A. & C. reverti debuit) reman-
p̄fac D. & heres suis imppetuum re-
nend, &c. Et p̄terea iidem A. & C.
concess. p se & heredibus ipsius C. qđ
ipsi warī p̄fac D. & heredibus suis
terciam partem p̄ciū cum p̄ciū sicut p̄
est contra se & heres ipsius C. imper-
petuum Et p hac, &c.

See before concerning these last Fines.
Page 243, 244.

Directum

Directions how to sue out Recoveries.

IN suffering Recoveries the Tenants and Vouchers do most commonly appear person in Court: But sometimes they either will not, or cannot appear in Person; and then they do use to appear and offer the Recovery by Attorney: Of both which in order.

First therefore, when you would sue forth Recovery to be suffered by the Parties in open Court;

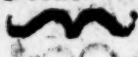
Draw your *Præcipe* according to the Directions following, naming the Demandant and the Tenant, the Quantity of Land, and what Nature, and in what Place or places they lie and extend. The Rules are as follow.

Rules to be observed in placing Particulars in a Writ of Enquiry.

THE more worthy Things must be placed before the Things less worthy, as a Castle must be set before a Mannor, a Mannor before a Messuage, a Messuage before a Toft or Mill, &c.

2. Things

Common
Pleas.



2. Things General must be put before Things Special, as Land being the General or Genus to Meadow, Pasture, &c. is placed before Meadow, &c.

3. Entire or whole Things are to be put before Parts, as one Messuage, and the Moiety of one Messuage, &c.

For the more orderly and formal placing of the Particulars in a Writ, observe this Method:

* Note the word *Gardinum* is used both for Garden and Orchard.

Maneria de B. & S. cum pertinen-
cia duo Mesuagia una Shopam una
Costum una Molendinum una Colum-
barum duo * Gardina vigine Acres
Terre decem Acres Prati quinque
Acres Pastur sex Acres Bosci cen-
tum Acres Tumpnoꝝ & Buere cen-
tum Acres Moze centum Acres Jun-
carie decem Acres Marisci decem
Acres Alneti decem Acres Piscaria
quinque Acres Terr' aqua cooper-
vigine Librae duos Solidos unum
Denar' una Obulat & una Quadran-
tal reddit & redditie unius par Ca-
cat deaurat decem Capon' duorum Ga-
loꝝ duorum Gallinarum quinque Libras
Piperis trium Clavoz. Sariophi-
li una Libra Cumini Communia pastur
omniq. Averis Die Franc' pleg
bera Warren Liba Piscaria Lib-
tas Faldagij acetiana Pundinas
Mere

Mercae Theolonid Stallag & Picag Common
Catalla felon Fugitivoꝝ. Utlagae Pleas.
& in exigend poie Deodand Catalla
Uabiae & Extrahut cū p̄tin in B.
A. S. P. & B. Pecnon Rectorias de
B. & S. cū p̄tin ac omnes ac omios
Decimas eisdem Rectoriis spectand &
p̄tin acetia Abbocationes Ecclesiarū
de P. & B. ac Abbocationes Vicarie
Ecclesie de H. Et in que, &c.

Divers other Particulars may be put in the
Writ, as may be seen in the Register,
fol. 1, 2. F. N. B. 2. West Symb. 2.
pag. 77.

Honoꝝ de A. cū p̄	Communia passui
tiū.	pꝛo om̄ioꝝ Abe-
Castro de B. cū p̄	riis.
tiū.	Decē Solidat Red-
Burgus de C. cū	dit.
p̄tin.	Reddie duoꝝ Gal-
Hundꝛes de D. cū	loꝝ dyard Gal-
p̄tin.	linat unius Lib
Māniū de E. cū	Piperis, &c.
p̄tin.	Meluaḡ.
Fozesta de F. cū	Shopa.
p̄tin.	Cellariū.
Thacea de G. cū	Toftū.
p̄tin.	Una Wharfa.
Scitus Manerii de	Una kaia.
H. cū p̄tin.	Hundine & Mer-
Terra aqua coop̄.	cate cū p̄tin.
	H h Dic

<i>Common</i>	<i>Dic. Franc pleg</i>	<i>Macellum.</i>
<i>Pleas.</i>	<i>in ptiñ.</i>	<i>Gardinum.</i>
	<i>Catalla Felonit</i>	<i>Terra.</i>
	<i>lag & in erigend</i>	<i>Liba Piscaria.</i>
	<i>poit Catalla wa-</i>	<i>Liba Waremma.</i>
	<i>biac & extrahui</i>	<i>Libras faldagij.</i>
	<i>Deodanti.</i>	<i>Una Salina.</i>
	<i>Rectoria de B. in</i>	<i>Una Bullat Aque</i>
	<i>ptid ac omnes</i>	<i>lalse.</i>
	<i>ac officios Deci-</i>	<i>Advocatio Ecclesie</i>
	<i>mas quascunq</i>	<i>de B.</i>
	<i>eidem Rectorie</i>	<i>Advocaco Vicarie</i>
	<i>spectan & ptiñ.</i>	<i>Ecclesie de C.</i>
	<i>Scitus nuper Mo-</i>	<i>Passagid ultra A-</i>
	<i>nasterii de J. in</i>	<i>qua Chamesis.</i>
	<i>ptin.</i>	<i>Tres partes unius</i>
	<i>Pratum.</i>	<i>Mesuagij.</i>
	<i>Pastura.</i>	<i>Una pars unius</i>
	<i>Bolcus.</i>	<i>Mesuagij Com-</i>
	<i>Lampn^o & Buera.</i>	<i>munia passui ad</i>
	<i>Moza Tuncaria.</i>	<i>omñ partes pñ</i>
	<i>Piscaria Marisc^o.</i>	<i>Pecnon Medic-</i>
	<i>Alnetus.</i>	<i>tase & tertia pars</i>
	<i>Molendinum.</i>	<i>Coie.</i>
	<i>Columbar.</i>	

Note, these must be put in their proper Cases.

Next you may carry it to the Cursitor of that County, where the Lands lye, for a Writ of Entry. But note it is the common use to pass a Recovery at the Bar, before a Writ of Entry is sued out; therefore having drawn your *Præcipe* in Paper,

put

put the Voucher or Vouchers Names in the Common
Margent thus, viz.

Pleas.



With a single Voucher.

Wiltis ff. **P**recipe A. B. quod iuste, Tenens in
 Ec. reddat C. D. Gen propria
 und mesuagiu & deced Acr' Pastur persona sua
 cu ptin in E. que clam, Ec. voc' ad
 Warr' Jo-

hannem
Cooke.

* Note, the Common Voucher is usually
 Bag bearer to the *Custos Brevium* of the
 Common Pleas, and is now named *John*
Gook.

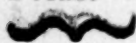
If it be with a double Voucher, then en-
 ter it thus: viz.

Dors ff. **Pr. f. p.** Gen' qd' iuste, Ec.
 reddat A. B. Gen und mesuag'
 duo gardina centid & deced aci terre
 quingent aci jampno4 & bruerie &
 Codam Pastur p omibus Abertis
 cum ptin in W. que clam, Ec.

Tenens in ppr' pson voc
 ad warr C. A. Ac qui
 plens voc A. B. Mil
 qui plens voc. Cooke.

This Paper *Pracipe* is delivered to one
 of the Sergeants at the Bar, who will
 count upon it, and set his Name to it, and

Common then the Prothonotary will mark it at
Pleas. at Bar.



Then you carry it to the Curfitor of the County, and bespeak a Writ of Entry upon it. Next you may get your Writ of Entry compounded at the Alienation Office, and then get the Attorney-General's hand to it, for which you pay 10 s. and this you may do before Sealing or after.

After it is Sealed you must carry it to Mr. Mill's Office in the Temple to be return'd and entred, or you may return it before you go, thus; viz.

Under the Attorney-General's hand
write,

Pleg de pñ { Johannes Doe.
Richardus Roe.

Sund { Johannes Denn.
Richardus Fenn.

A. B. Mr. C. C.

Afterwards you must make out a Writ of Seisin, or else make it before, and carry it with your other Writ to be there entred with it. [See after for the Form of the Writ of Seisin and Return.]

In the mean time of Proceeding through the Offices with your Writs, you may prepare for the Entry of your Recovery on the Roll,

Roll, and for the Exemplification thereof, *Common* but because it will swell this Treatise too *Pleas.* large to set forth the several Presidents thereof, I shall refer you to the New Books of Fines and Recoveries for your better Information : But observe——

That after you have your Writ of Entry and Seisin return'd, and your Pleadings entered on a Plea-Roll of the Office, and exemplified for the Seal, then you must carry them to the Prothonotary, in whose Office you enter, and there you must enter your *Pracipe* on the Remembrance-Roll of the Term, with *Teste* of the Writ of Entry, King's Year and Sheriff's Name ; and then Docket it on the Docket of that Term, as you will better observe by the respective Remembrancer and Docket.

After which carry all your Writs, with the Remembrance and Docket, to the Prothonotary to be examined, who will Mark your Exemplification, and give it you back with your *Pracipe*, but keeps all the rest; and then you must get your Exemplification sealed for your Client.

Note, That if your Recovery is with a double or treble Voucher, and the Tenant appear at Bar, and the Vouchee by Summons, you may draw your *Pracipe* on Paper as before, and record the Appearance of the Tenant in Court as before, and then

Common Pleas. proceed by *Dedimus* to take Warrants of Attorney for the Vouchees. — But in this

Case it is usual, and seems more Clerk-like to proceed this way; *viz.* First, Enter your Count and Summons on a piece of Parchment (as broad as a Roll of the Office) in a great Exemplifying hand after this manner:

Wascb 13^o Martij Tertij Regis.

Southton. ff. A. B. in ppe pson sua
per herus C. D. Gen und mesua-
gid und gardinū (&c. naming the
Parcels) in C. ut jus & hereditatem
suam Et in que idem C. non het
ingrū nisi post disseinā quam Hu-
go Hunt inde injuste & sine iudicio
fecit pfar. A. infra triginta an-
nos, &c. Et unde die qđ ipsemet fuit
seie de Tertis pđ cum ptin in
dinso suo ut de feodo & jure tempore
pacis tempore Dnd Regis nunc ca-
piend' inde expleš ad valenc, &c.
Et in que, &c. Et inde pduc sec-
tam, &c.

* Note
there must
be Five Re-
torns in-
clusive be-
twixt the
Writ of
Entry, and
Writ of
Summons.
Vid. postea.

Et pđ C. in ppe pson sua veni & de-
fend jus suū quando, &c. Et voc inde
ad warū f. B. Gen suū in Com pđ
beat eum hic in * Crō ascencon Dnd
p auxilium Cui, &c. idem dies dat est
par-

Partibus p̄d, &c. (Then immediately *Common*
after in Small-hand write,) Et sup hoc p̄d *Pleas.*
C. p̄o. lō. suo J. S. & C. W. conjunct
& divisim & lūs p̄fat A. B. de p̄dice
plito ad lucrando vel p̄dendo, &c.

This Parchment you must deliver at the Bar to the Sergeants who make their Count, and then the Appearance of the Tenant is *Appea-* marked on it as before. And here you may *rance of* observe, that notwithstanding the Tenant's *Tenant at* appearance at the Bar, yet a Warrant of Attorney is entred for him, in order to the Pleadings for him, which are to follow in perfecting the Recovery. *Bar.*

Next, you may bespeak your *Dedimus* to take Warrants of Attorney for the Vouchee, which being return'd back with the *Capcon*, annex them to your former Parchment Summons, and pass it at the Bar, and mark it with the Prothonotary as before; Then 'tis time to bespeak your Writ of Entry, and to compound it, and get it signed and return'd as is before observed, and to prepare the Writs of Summons, Seisin, Entries on the Roll, and Exemplification, &c.

Note, These Warrants of Attorney may be taken Two several ways. *Viz.*

Common
Pleas.

1. Either before a Judge, or by a *De-
dimus*, to special Commissioners in the
County.

First then, by Warrant of Attorney before
a Judge for the Tenant, draw up your
Warrant in Parchment: Thus,

*Southton ff. Precipe A. B. Ar' qđ
juste, &c. reddat C. D. Gen' viginti
meluag' & decem gardin cum p'tin
in C. que clam, &c.*

*Southton ff. A. B. pō lō suo f. G.
& H. J. Attorñ suos conjunctim &
divisim verlus C. D. de plito
Terre *.*

** Note, There must be two Attorneys
at the least, and their Authority
joynt and severall, that if one die
the other may proceed.*

*Cape & cogñ quarto die
Decemb Anno Regni
Dnd Willi Tere nunc
Regis, &c. duodecimo
rozam.*

Then make a Copy of this in Paper, and
go with them and the Party to the Chief
Justice, and the Judge will put his Hand

to it; the Parchment you take away, and leave the Paper with the Judges Clerk. *Common Pleas.*

Then having prepared your Writ of Entry, annex your Warrants, and so pass it at the Bar; and then make your Entry on the Roll, prepare your Writ of Seizin, and get them retorn'd, Exemplify your Recovery, and enter it on the Remembrance and Docket, &c. as is before observed.

Note, If both the Tenant and Voucher appear by Attorney, draw your Warrants (if they be taken together before a Judge) after this manner.

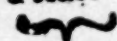
Dors ff. *Precipe* A. B. qd iuste, &c. reddat C. D. tria mesuagia & viginti acr Terre cum pti^o in C. que clam, &c.

Dors ff. A. B. p^o l^o suo. C. F. & G. Tenant. H. Attor^o suos conjunctim & divisim versus C. D. de p^olito terre, &c.

Dors ff. I. H. quem A. B. voc ad i. Vouches. war^o p^o l^o suo L. M. & N. O. Attor^o suos conjunctim & divisim & sus C. D. de p^olito terre, &c.

ape & cogn^o, &c. as before.

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Pleas.**



2. Vouches. *Dozñ ff. p. d. quem J. K. voc ad
warĩ pō lō suo R. S. & C. D. At-
tozñ suos conjunctim & divisim &
sua C. D. de plito terre, &c.*

Cape & cogit, &c. as before.

Next it remains to enquire how Warrants are taken by *Dedimus potestatem*, and to pass the Recoveries thereupon, which are here set down briefly for the better understanding of the practical part; as for the Theory, we refer you to the Books of Fines and Recoveries.

When you take your Warrants by *Dedimus potestatem*, you must procure your *Dedimus* after the same manner, as when 'tis to take a Fine. *Viz.*

Draw your *Præcipe* in Paper for the Curfitor to make your *Dedimus* by, and write the Commissioners Names thereon, whereof one to be a Knight, thus,

*Wiltz ff. Præcipe A. B. qđ iuste, &c.
reddat C. D. decem meluag cum pñm
in E. que clam, &c.*

$\begin{array}{l} \text{Dd pō} \\ \text{p tened} \end{array} \left. \vphantom{\begin{array}{l} \text{Dd pō} \\ \text{p tened} \end{array}} \right\} \text{direct} \cdot \left\{ \begin{array}{l} \text{A. B. Mir.} \\ \text{C. D. Ar.} \\ \text{E. F.} \end{array} \right\} \text{Gen.}$

Also if your *Dedimus* be for Vouchers, you must put down their Names in the Instructions. *Viz.*

$\begin{array}{l} \text{A. B. voc ad war} \\ \text{C. D.} \end{array} \left. \vphantom{\begin{array}{l} \text{A. B. voc ad war} \\ \text{C. D.} \end{array}} \right\} \text{Dd pō C. D. Vou.} \\ \text{chee direct, \&c.}$

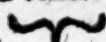
And so for the Second Vouchee when occasion is, thus.

$\begin{array}{l} \text{C. D. quē A. B. voc} \\ \text{ad Warrant ult} \\ \text{voc C. F.} \end{array} \left. \vphantom{\begin{array}{l} \text{C. D. quē A. B. voc} \\ \text{ad Warrant ult} \\ \text{voc C. F.} \end{array}} \right\} \text{Dd p, C. F. Vou.} \\ \text{chee direct, \&c.}$

Also observe, that when the *Dedimus* and Warrants are retorn'd, you may then pass them at the Bar with your *Pracipe*, or you may carry them to the Cursitor of the County, to make out a Transcript and *Mittimus* upon them, and then pass them at the Bar, with the Transcript and *Mittimus* opened and annexed, which are to be entered on the Roll, as you may observe amongst the Presidents in the Books of Fines and Recoveries.

And you may also note, that you must have a new *Dedimus potestatem* for the first Voucee or Vouchees Warrants, and also

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also another for the Second Vouchee or Vouchets, and so for every Vouchee except the common Vouchee. Also a Writ of Summons must be made out for every Vouchee, except the common Vouchee; and there are to be Five Retorns inclusive, betwixt the Writ of Entry and Writ of Summons, and so betwixt one Summons and another; and the Retorn of each Summons must be out before you pass them at the Bar of the Court.

And for your clearer Understanding herein, I shall set down some Presidents concerning these Writs, &c.

And note it is mentioned in some Books, That if one of the Commissioners who took the Caption of the Warrants be not a Knight, (as commonly happens) then an Affidavit must be drawn upon the Parchment-Warrants, as is observed for a Fine, after this manner,

A. B. Gent' one of the Commissioners in the Writ of *Dedimus* named, maketh Oath, That these Warrants were duly taken, the Vouchees being of full Age.

A. B.

And then to carry it to a Judge for his *Allocatur*: But this is out of practice, and the

the Cursitors do not insist upon any such Common Affidavit or *Allocatur*, for the *Mutimus Pleas*.
and Transcript.

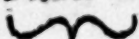
Of a Writ of Entry.

It is the Business of every Cursitor of the County where the Lands lye, to make at the Writ of Entry upon the Instructions given him, as is before observed.

This is a Writ out of Chancery, and the Form of it runs after this manner:

Willelmus Cere Ded Gra Angl
I Scoe Franc & Hibnie Rex,
ad Defens, &c. Die Wiltis salte Pre-
pe A. B. quod iuste & sine dilatione
ddat C. D. quatuor Meluagia qua-
to; Gardina ducentas Acras Terre
ntum Acras Prati trescentas Acras
assure quadraginta Acras Bosci &
escentas Acras Tarnpnoꝝ & Brue-
cum ptin in C. que clam esse jam &
reditate sua Et in que idd A. non
bet ingres nisi post disseisina qua
ago Hunt inde iniuste & sine Judi-
fecit pfae C. D. infra trigine An-
s jam use elaps ut die Et unde
erie quod pdia A. B. ei defoze Et
i fee Et pdia C. D. fee te securi de
md suo ps tunc sum p bonos sum
pdia

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Pleas.



pdia' N. B. quod sit corā Justie nre
apud Westm a die Scti Michaelis in
tres septimanas ostensit quare non
fec Et habeas ibi sum & hoc Breve
Teste nobis ipsis apud Westm, &c.

After it is compounded, &c. and the At-
torney-General's Hand to it, it is returned
thus; at top next under the Attorney-Ge-
neral's Hand,

Pleg' de p's } Johannes Doe,
Richardus Roe.

Sum } Johann' Den,
Richard' Fen.
R. S. Ar' Dic.

The Form of a Writ of Summons
out of the Common Pleas for the
First Vouchee.

* Note,
That by
the Statute
17 Car. 2.

c. 6. the Re-
turns are
from Nine
to Five in-

clusive; as for example, If the Writ of Entry be returnable *Tres* Martini
then the Writ of Summons must be returnable *Octab.* Martini;
the Writ of Entry *Mens'* Mich' then the Summons *Quinden'* Ma-
tini; if the Writ of Entry *Craftin'* *Animarum*, then the Summons
Octab. Hil. accounting the Return of the Writ of Entry for one
and then the Fifth Return is the Return of the Summons; so
so it is betwixt one Summons and another.

Gulielm Cere Dei Gra Ang
Scot Franc & Hibnie Rex, f
dei Defens, &c. Vic Wiltā saltem
Sum p bonos Sum f. (the Vouchee)
qd' sit corā Justie nre apud Westm
in * Octab Scti Mart ad warrantizand

A. B. quatuor Mesuag quatuor Car: Common
 ina ducentas Aci Terre centid Aci Pleas.
 Azati trescent Aci Pasture quadragin:
 a Aci Bolci & trescene Aci Tampus
 Bzuerre cu ptid in E. que C. D. in
 Cui nra coram Justie nris apud
 Westm clam ut jus suu Glus pfar A.
 B. p Bzebe nostru de ingressu sup dis-
 esinam in le Post Et unde idd A. B.
 n ead Cui nra hoc pdice C. f. Sum
 n Com tuo ad Mari Glus pfar
 C. D. Et heas ibi sumu & hoc bzebe
 Leste Georg' Treby apud Westm † vi † The first
 esimo tertio die Orob Anno Regni Writ of
 ti duodecimo. Summons
 must bear

the Fourth day inclusive from the Return of the Writ of
 entry; and so a Second Summons from the Return of the first.

The Writ of Summons is returned after
 his manner.

Sum { Johan' Denn, } R. S. A. D. I.
 { Rich' Fenn, }

The

The Returns of the Four Terms, for comparing these together.

Mich. Term. { **Tres Mich** a die St. Michaelis in tres septiman.
Mens Mich a die St. Michaelis in unum Mensem.
Crast. Anin in Crastino Animarum.
Crast. Mart in Crastino St. Martini.
Octab. Mart in Octab. St. Martini.
Quind Mart a die St. Martini in quindecim dies.

Hil. Term. { **Octab Hil** in Octab. St. Hilarii.
Quind Hil a die St. Hilarii in quindecim dies.
Crast. Pur in Crastino Pur' beatæ Mariæ.
Octab Pur in Octab. Pur' beatæ Mariæ.

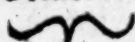
Easter Term. { **Quind Pasc.** a die Pasch. in quindecim dies.
Tres Pasch. a die Pasch. in tres septimanas.
Mens Pasch. a die Pasch. in unum mensem.
Quinq Pas. a die Pasch. in quinq; septimanas.
Crast' Ascen. in Crastino Ascen. Dni.

Trin. Term. { **Crast. Trin** in Crastino St. Trinitatis.
Octab Trin in Octab. St. Trinitatis.
Quind Trin a die St. Trin' in quindec' dies.
Tres Trin a die St. Trin' in tres septiman'.

The Form of a Writ of Summons for
the Second Vouchee.

Guilielm Tere, (Ec. Hic Wilts sa-
lute Sum p bonos sum G. H.
(the Second Vouchee) quod sit cora Ju-
stie nostris apud Westm in^a Crastino^a The fifth
Pur beate Marie Virginis ad war-
rantizand E. f. quem A. B. als in^a Return
Cur nra cora Justie nris apud Westm from the
voc ad warri quatuor Mesuagia, Et^a first Sum-
(naming the Parcels) cum pertim in E. mons in-
que C. D. in Cur nostra cora Justie claud ut jus-
nostris apud Westm claud ut jus-
suum versus pdice A. p Breve nostrum
de ingressu sup disseisinam in le Post
Et unde idem E. in eadem Cur nostra
ulterius voc pdice G. H. sum in Com^b Teste the
tuo ad warri versus pfac C. D. Et ha-
beas ibi sum E hoc Breve Teste fourth day
G. Treby apud Westm vicesimo primo from the
^b die Nobembzis Anno Regni nostri Return day
duodecimo. of the first
Summons
inclusive.

Sum { Jo. Denn, } R. S. At Die.
Ric Fenn,

Common
Pleas.

The Form of a Writ of Seisin.

Guilielmus Tercus Dei Gratia Anglie
Scocie France & Hibnie Rex fi-
der Defens, &c. Vic Willelmus saltem
Scias quod C. D. in Curia nostra co-
ram Iusticiis nostris apud Westm. re-
cepit seisinam suam versus A. B.
de [quatuor Mesuagiis quatuor Gar-
dinis, &c. naming the Parcels] p Breve
nostrum de ingressu sup disseisinam
in le Post & Ideo tibi precipimus quod
plac C. plenarie seisinam de Tenemen-
tis predictis cum ptina sine dilatione ha-
bere fac Et qualiter hoc preceptum nostrum
fueris executum constare fac Iusticiis no-
stris apud Westm. indilate Et habeas
ibi hoc Breve Teste G. Treby apud
Westm. sexto die Febri Anno Regni
nri duodecimo.

The

The Return of the Writ of Seisin is
after this manner :

Virtute istius Brevis mihi direct^a Any rea-
^a decimo die Februarij Anno in-sonable day
frascripte habere feci infranominat C. betwixt
D. plenar' seisinam de Tenementis the Tesse
infraspes cum ptinen put interius and Re-
mihi pripitur. turn, when
the Return
is mention-
ed, if it be

R. S. Ar' Dic.

not Sunday, and allowing that a Man may ride from *West-*
minster to the Land, and back again by that time, which may be
supposed to be done in ten days in any part of *England*.

As to the Writ of Seizin being made
retornable indilate, it is to be observed,
That the Writ of Seizin ought to be made
retornable at least 15 days after the return
of the Writ of Entry, (or a Writ of Sum-
mons when by Summons) but if the Writ
of Entry be retornable towards the latter
end of the Term, so that there are not
15 days between the return and the end of
the Term (as when 'tis retornable *Octab.*
Trin. or *quinden' Trin.* there are not 15
days until *tres Trin.*) then the Writ of Sei-
sin must be retornable *indilate*.

Also when the Writ of Entry, or Sum-
mons, be retornable the last Return of any
Term (except Easter Term) then the Writ
of Seisin must be awarded the first Return

Common of the next Term; but if of Easter Term,
Pleas. then the Second Return of Trinity Term;
 yet it may be exemplified and sealed as a
 Recovery of the preceding Term.

See more after concerning the Exemplification.

The Entry of a *Mittimus* and *De-
 dimus* on the Roll from the Tran-
 script, whether it be for the Te-
 nant, or the Vouchee.

[You begin it thus in small Court-
 hand ; Viz.]

**Dominus Rex mandabit Justic suis
 de Banco hic hꝛd suꝛ de mittimus
 clausū unaciꝛ tenore cūꝛuldam hꝛe-
 vis ipsius Dñi Regis de dedimus
 potestate de warrane Attorꝛꝛ reci-
 piens & retorꝛꝛ ejuldeꝛ necnon war-
 rane Attorꝛꝛ inde recepe in hec
 verba Gulielmus Cere Dei Gꝛa
 Augt Scꝛꝛ Franc & Hibernꝛ Rex,
 Fidei Defensꝛ, &c. Justic suis de
 Banco saltm tenores, &c. and so en-
 ter first the *Mittimus*, and then the *De-
 dimus*, and Warrants in a small Hand
 to the end of the Cap'con coram.**

A. B. C. D. &c.

The Exemplification of a Recovery
to pass the Seal,* is after this
manner.

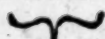
Guilielmus Rex Dei Gra Angl
Scot Franc & Hibnie Rex Fi
dei Defens, &c. Omnibus ad quos
presentes Littere nostre pervenerint salu
tem Sciatis qd inter Placita Terre
rotulac apud Westm coram Georgio
Treby Mil & Sociis suis Justic no
stris de Banco de Termino Scti Mi
chaelis Anno Regni nri duodesimo
scutulo ^a vicesimo sexto continetur
Sic Wiltz ff. C. D. in propria persona
sua per versus A. B. quatuor Me
suagia quatuor Gardina, &c. [Setting
forth the whole Recovery verbatim accor
ding to the Count and Pleadings entred on
the Roll unto these Words, viz.] put p
Breve illud sibi preceptum fuit, &c.
Que omnia & singula ad requisitione
predice C. D. tenore presentium duri
mus exemplificand In cujus rei te
stimonium sigillum nostrum ad Bre
via in Banco pdice sigilland deputae
presentibus apponi fecimus Teste
Georgio Treby apud Westm vicesimo
octavo die Novemb Anno Regni nri
duodecimo.

^a Accord
ing to the
number of
the Roll
you entred
it on.

Cooke.

Note,

Common
Pleas.



Note, You must teste your Exemplification after the Return of the Writ of Seisin; but if there be not fifteen days between the Return of the Writ of Entry (or a Writ of Summons when by Summons) and the end of the Term; then must the Writ of Seisin be returnable *indilate* as was before observed; and the Emplification must bear *Teste* the last day of the Term in which the Writ of Entry (or Summons) came in.

Note also, that if the Writ of Entry (or Summons when necessary) be returnable so late in the Term, that the Writ of Seisin cannot come in returnable in the same Term, but that it must be returnable the next Term. Then in your Exemplification you must observe, That after awarding the Return of the Writ of Seisin, you break off and conclude as before, *Que omnia, &c.* And then upon the folding up of the bottom of the Exemplification, or on the Label, you must endorse thus; *Ad quem diem hic veni p̄dicte* (the Demandant) *in propria persona sua Et Die videlicet M. B. modo mand qd ipse virtute Brevis illi sibi directi vicesimo die Decemb ult p̄terite habere fecit p̄fat* (the Demandant) *plenam seisinam de Tenementis p̄dicti cum p̄tin p̄t p Breve illud sibi p̄ceptum fuit, &c.* But in the Roll there is not any such distinction.

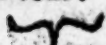
Your

Your Exemplification being thus made, *Common* and also your Writs of Summons and Seisin, &c. [in the mean time] being made *Pleas.* and returned as of course. Then examine your Recovery with the Prothonotary (having perfected the *Precipe* in the Remembrance according to the *Teste* and Return of your Writ of Entry as is afore observed) then Docket your Recovery, which done, the Prothonotary will sign your Exemplification which you must get sealed: And then you have no more to do, but to send the Exemplification of the Recovery to your Client.

How to sue a Person to the Outlawry.

WHen you intend to sue any Person to the Outlawry, (who is not easily to be taken, and hath not sufficient Estate in the County, whereby to be Summon'd, &c.) as you may in Trespass, Trespass and Assault, Account, Case, Covenant, Debt, Detinue and Replevin, you must make out a *Precipe* in Debt, or a *Pone* in Case, Trespass, Assault, Battery, &c. as is before directed.

Common
Pleas.



And this must be carried to the Curfi-
tor of the County where you lay your
Action, for an Original.

And Note, That the Outlawry (unless
laid in *London*, as most are) will scarce be
perfected under three Terms; because there
must be 15 days or more between the
Teste and Return of each Writ of *Capias*,
Alias and *Plures*; and the Return of the
first Writ is the *Teste* of the second, and
so in order; also there must be Five Coun-
ty days betwixt the *Teste* and return of the
Exigent.

But in *London* you may Sue to the Out-
lawry three times in the year, because their
Hustings are oftner than the County days;
and this is the reason that most lay their
Actions in *London*, in Suing to the Out-
lawry.

Benefit of
a prece-
dent Term.

Also in a Vacation you may take the be-
nefit of the precedent Term for your Ori-
ginal, and so you may the Term follow-
ing; provided you bespeak it of the Cur-
fitor within seven days after the Term be-
gun, otherwise you will lose that advan-
tage. *Vid. postea*.

Having gotten your Original, you may
Return it of course thus;

Pleg de pñ { Johes Doe,
Ritus Roe.

Infra

Outlawries.

8
499

Infrandiae A. nichil het in Ballia *Common Pleas.*
nra p quod a sum potest.

Responsa

{ D. F. Mil.
&
{ A. B. Mil. Dic.

^a Note, In Case or Trespass you say,
p quod Attach potest.

You may have four Names in one
Writ.

Then you carry your Original thus Re-
turned to the Philazer of the County, who
thereupon will make you out *Capias*, *Alias*
and *Plures* all together, if your Original
will bear it, which you must pay him for,
and then get them Sealed.

After this you may Return your *Capias*,
Alias and *Plures* of course severally, after
this manner: ^b Naming the Defendants in
the Writ.

Infrandiae A. non est iudene in
Ballia nra

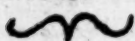
Responsa

{ D. F. Mil.
&
{ A. B. Mil. Dic.

Having

Outlawries.

**Common
Pleas.**



Having thus Return'd all your Writs, you may either carry the *Capias* and *Alias* to the Philazer, or keep them by you: But you must next make out a Warrant of Attorney for the *Plures* upon a piece of Parchment after this manner, for the Plaintiff.

Nich 12^o Gul 3. Rē.

Warrant
of Attor-
ney.

**London H. C. D. pon loco suo T. P.
Attorn'd suū & lus A. B.
nup de (Ec.) Gen de plito
Cūlgr (or Debt, as the
Case is.)**

Freeman.

Next, You must carry this Warrant of Attorney to the Clerk of the Warrants to file it, and he will then stamp your *Plures*.

After you have thus done, you must carry your *Plures* to the Exigenter of the County where the Action is laid, who will thereupon make you out Exigent and Proclamation, which you must get Sealed, and (if in *London*) then you must carry the Exigent to one of the Comprers, and leave it there to be perfected; and your Proclamation you must send down to the Sheriff of the County, of which the Defendant is named, to be executed.

At

Outlawries.

491
501

At the Return of the Proclamation, you *Common* should file it with the *Custos Brevium*. *Pleas.*

And having got the Return of your Exigent, you may carry it to the Clerk of the Outlawries, and he will make you out a *Capias Utlagat'* upon it, either General or Special; the one is against the Body only, the other is against the Body, Goods and Lands; upon which you proceed, &c.

And note, That if it happen that there be not Five County days between the *Teste* and Return of the Exigent, you will be forced to procure another Writ from the Exigenter, called an *Allocatus* to bring in the Five County days; and so it must be in *London*, if it wants a Hustling.

Also note, That you may take out your Process in order, and endeavour to take the Defendant upon any of them.

The two Chief Terms to commence Suits to the Outlawry, especially for the Country, are *Easter* and *Michaelmas*.

If you begin in *Easter* Term, you may procure your *Cap'* and *Alias Cap'* Returnable in *Trinity* Term; and in *Trinity* Term sue forth your *Plures*, Exigent and Proclamation.

If in *Michaelmas* Term, you may sue forth the Original, *Capias* and *Alias Capias*, Returnable the same Term; and a *Plures Cap'* Returnable in *Hilary* Term then next follow-

Outlawries.

Common following: And in the same Term procure
Pleas. your Exigent and Proclamation.

~~~~~ But in *London*, you may begin in *Trinity* Term, and the Defendant may be Outlawed in *Hilary* following; because the Hustings there are kept oftner than the County Court, as was before observed.

Note, The Defendant may appear upon the Proclamation, or Exigent, and so supersede the Outlawry without Bail; but if he were Return'd Outlawed, he shall hardly Reverse the Outlawry by Error without Bail, especially if the Debt or Damages amounted to 20 *l.* or above.

# PROCESS IN THE CHANCERY.

**T**HE Writ of *Subpœna* is the leading Process of this Court, in order to a Bill and Answer, &c. and is called a *Subpœna ad respondendum*, which is usually bespoken by a Note written on Paper after this manner.

Ungt ff. Spa p A. B. Glus C. D.  
C. f. & G. H. ref 3<sup>o</sup> die Maij  
pr' futur.

Newton.

It is said you can put but three Defendants Names in one *Spa*.

There are also several other *Subpœna*'s in this Court in order to further Proceedings: As a *Spa* for Costs, a *Spa* to make



*Chancery* make a better Answer, a *Spa'* to rejoyne, a *Spa'* for Witnesse to testify, a *Spa'* to be heard in Judgment, and a *Spa' ducens tecum*, to bring Writings and Evidences into Court &c. of which we have not time here to make particular Explanations.

This Writ of first *Spa'* is to be served before the Return thereof be past, either by the delivery of the Writ under Seal to the Defendant in Person, or by showing him the Writ under Seal, and delivering a Note or Label of the day of Appearance.

It hath also been accounted a good Service, when the Writ or Label hath been left at the Defendant's Dwelling-house with some relating to him, and Affidavit thereof made.

And where the Defendant doth hide himself, or refuse to be spoken with, it hath been allowed to be a good Service to leave the Writ hanging upon the Door of the House, or to put it into the House under the Door, or in at the Window of the House of his usual Residence; and if it be served on the same day 'tis Returnable, so it is served before Noon, or before the rising of the Court, it is allowed to be a good Service. Also where the *Spa'* is against Husband and Wife, and the Husband alone served, and hath notice that 'tis against him and his Wife, this is said to be a good Service.

## Process of the Chancery.

495  
505

vice for both : And for want of her Appearance, an Attachment may be had either against the Wife only, or against the Husband and Wife both. *Chancery*

*Affidavit in Chancery of Service of  
Spa' to answer int' A. B. Quer' C.  
D. E. F. & G. H. Def.*

I S. maketh Oath, That he this Deponent  
on the . . . day of . . . did serve  
the Defendant C. D. and on the . . .  
day of . . . did serve the Defendant  
E. F. and on the . . . day of . . .  
did serve the Defendant G. H. with a Writ  
of *Subpœna* under Seal of this honourable  
Court, by delivering unto the said C. D.  
and E. F. two several Labels thereof, and  
by shewing them the Body of the said Writ  
under Seal, and by delivering the Body of  
the said Writ unto the said G. H. by which  
Writ the said Defendants were directed to  
appear in the said Court the . . . day of  
. . . next, at the Suit of the Plaintiff.

*Jur'      die Decemb'*  
1700.

\*

*Affidavit*

## Process of the Chancery.

*Affidavit of Service of an Order  
Int', &c.*

*A. B.* maketh Oath, That on the . . . day of . . . &c. he this Deponent did serve Mr. C. D. who dealeth for the Defendant in this Court, with the Order annexed by shewing the same, and delivering a true Copy thereof unto E. F. Servant of the said C. D. at his said Master's Seat in the Six Clerks Office.

*Jur' &c.*

*Of giving Notice of a Motion  
Int' &c.*

*A. B.* maketh Oath, That on, &c. he this Deponent did leave notice in Writing at the Seat of, &c. in the Six Clerks Office, who, as he is informed and believes, is the Clerk in Court that deals for the Plaintiff in this Cause) that the Defendant did intend by his Council to move this Court on the . . . day of, &c. or as soon after as his Council can be heard.

*Jur, &c.*

Process of the Chancery.

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Chancery

A Petition to be admitted to defend *in forma Pauperis* Int' &c.

To the Right honourable the Master of the Rolls, the humble Petition of the Defendant.

Sheweth;

**T**hat your Petitioner being very Poor, as by the Affidavit and Certificate annexed appeareth, and being served with Process to appear and answer at the Plaintiffs Suit, is by reason of such his Poverty unable to make his Defence.

In tender Consideration whereof, he humbly prays your Honour will be pleased to admit him *in forma Pauperis*, and to assign him for his Council Mr. A. and Mr. B. and for his Six Clerk Mr. C. and for his Clerk in Court Mr. D. And your Petitioner shall ever pray, &c.

K k

The



Chancery

*The Paupers Affidavit Int' A. B. Quer  
& C. D. Def.*

**T**HE said Defendant maketh Oath, That his Debts being paid, he is not worth Five Pounds in the whole World.

*The Certificate.*

**T**Hee are to Certify all whom it may concern, That C. D. of, &c. is a very poor Man. Witness our Hands.

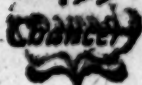
J. S.

T. B. &amp;c.

If he intends to be admitted to sue *in forma Pauperis*, as Plaintiff, it is necessary that he get the Certificate, or Signification of some Council who knows his Case; and that he is Opinion he is much Injured, and hath good Equity to prosecute, &c.

And then let his Petition set forth his Case in short, and pray to be admitted.

*Direction*



# Direction of a Bill.

To the Right honourable Sir Nathan Wright, *Knt.* Lord Keeper of the Great Seal of England,

Humbly Complaining, sheweth unto your Lordship your Orator A. B. of, &c.

That, &c.

## The Conclusion of a Bill.

May it please your Lordship, the Pre-  
misses considered, to grant unto your Ora-  
tor his Majesty's most gracious Writ or  
Writs of *Subpoena*, to be directed to them  
the said E. F. G. H. and R. T. thereby  
commanding them, and every of them, at  
certain day, and under a certain Pain  
herein to be limited. Personally to be and  
appear before your Lordship in this high  
and honourable Court of Chancery; and  
also upon their corporal Oaths true answer  
to make, to all and singular the Masters  
fore alledged, and set forth, and further to  
stand to and abide such Order and Decree  
herein as to your Lordships shall seem  
meet.

And your Orator shall ever pray, &c.

K k 2

The

**Process of the Chancery.**

The same may serve in the Exchequer,  
*mutatis mutandis.*

**Title of an Answer in Chancery.**

The Answer of *A. B. Gent.* one of the  
Defendants to the Bill of Complaints of  
*E. F. Complainant.*

*Or thus.*

The joynt and several Answers of *A. B.*  
and *C. D. Defendants,* to the Bill of  
Complaint of *E. F. Complainant.*

This Defendant saying to himself all and  
all manner of Advantage and Benefit of Ex-  
ception to the manifold Imperfections, In-  
certainties and Insufficiencies in the Com-  
plainants said Bill of Complaint contained  
for answer thereunto, or unto so much there-  
of as he this Defendant is advised is mate-  
rial for him to answer; he this Defendant  
answereth and saith, That, &c.

**The Conclusion.**

**W**ithout that, That any other Matter  
or Thing in the said Bill of Com-  
plaint contained, material or effectual for  
this Defendant to make answer unto, and  
not herein and hereby well and sufficiently  
answered

Chancery

answered thereto, confessed or avoided, traversed or denied is true. All which Matters and Things this Defendant is ready to aver and prove as this honourable Court shall award, and humbly prayeth to be dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

Interrogatories.

*Interrogatories to be administred to Witnesses to be produced on the part and behalf of A. B. Complainant, against C. D. and E. F. Defendants, (or upon the part of the Defendant as the Case is) as followeth.*

**I***mprimis*, Do you know the Plaintiffs and Defendants in this Cause, or any, and which of them? And how long have you known them, any or either, and which of them?

Declare what you know relating to this Interrogatory? And how you came to know the same?

*Item*, Did you ever know, &c.

Declare your knowledge relating to the Matters in this Interrogatory, with your belief therein? and the Reasons that caused you to believe the same?

*Item*, &c.



Chancery

## Depositions.

Deposition of Witnesses taken at the Red Lion in S. in the County of L. by virtue of a Commission out of the High Court of Chancery to us *A. B. C. D. E. F. Gent.* and others, directed in a Cause depending in the said Court between *J. S. Gent.* Plaintiff, and *T. W. R. S.* and *W. D.* Defendants, \* on the part and behalf of the Plaintiff, as followeth.

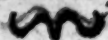
\* Or on the part and behalf of the Defendants, as the Case is.

*D. B. of G.* in the County of *L.* Gent. aged 50 years, or thereabouts, being produced, sworn and examined, as a Witness on the part of the Plaintiff, deposeth as followeth.

To the first Interrogatory this Deponent saith, That, &c.

To the second Interrogatory this Deponent saith, That, &c.

Notice



**Notice given by Commissioners of  
executing of a Commission.**

*Between J. S. Gent. Plaintiff, and T. W.  
R. S. and W. D. Defendants.*

**B**Y virtue of a Commission under the  
Great Seal of England to us *A. B.  
C. D. E. F. Gent.* and others, directed out  
of the High Court of Chancery, for the  
Examination of Witnesses in this Cause.  
These are to give you notice, That the  
Plaintiff *J. S. Gent.* intends to execute  
the said Commission upon the . . . day of  
. . . next, at the House of *R. T.* at the  
Red Lion in *S.* in the County of *L.* by  
Nine of the Clock in the Forenoon, where  
you and your Commissioners may be pre-  
sent, if you please. Given under our Hands  
and Seals, this . . . day of . . . 1701.

*To T. W. &c.*

*The Oath or Affirmation to be admi-  
nistred to Witnesses.*

**Y**OU shall true Answer make to all such  
Questions and Articles as you shall  
be examined to, upon the Interrogatories  
to be administred unto you ; and you shall

K k 4

1peak

*Chancery* speak the Truth, the whole Truth, and nothing but the Truth, without respect or favour to either Party. So help you God.

*Kiss the Book, &c.*

*An Oath or Affidavit that an Estate is free from Incumbrances.*

*J. C. of N. &c.* maketh Oath, That all those Four Messuages or Tenements, with their and every of their Appurtenances, situate and being in, (*&c.*) now granted and released by the said *J. C.* unto *M. C.* of, (*&c.*) by Indenture bearing date the 25 day of *Octob. Anno, &c.* in the said Indenture particularly mentioned, now are and were at the time of the Sealing and Delivery of the said Indenture, and so shall continue free and clear, and freely and clearly acquitted and discharged of, and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Releases, Statutes, Recognizances, Mortgages, Estates, Acts, Titles, Charges and Incumbrances whatsoever, had made, committed, done or suffered, by the said *J. C.* or by *T. C.* his late Brother deceased, or any other Person or Persons whatsoever to his knowledge, or by or through his Order, Act, Means, Authority, Consent or Procurement.

*J. C. OF*

# OF THE EXCHEQUER.

**A**S for the Court of Exchequer, it is a Court both of Equity and Common Law; and their Proceedings in the Court of Equity is much like that of the Court of Chancery by English Bill, and for the like purposes. Also the leading Process here is a *Subpœna*, and their Proceedings usually are Expeditions.

*The Direction of the English Bill runs thus.*

To the Right honourable *John Smith*, Esq;  
Chancellor and Under-Treasurer of his Majesty's Court of Exchequer at *Westminster*, Sir *Edward Ward*, Knt. Lord Chief Baron of the same Court, and to the rest of the Barons there.

*In*





## Of the Exchequer.

*In the beginning of a Bill exhibited in this Court, the Complainant is generally supposed to be a Debtor and Accomptant unto the King, after this manner.*

Humbly complaining sheweth unto your Lordship your Orator, *A. B. of C.* in the County of *D.* Gent. (Debtor and Accomptant to his Majesty, as by the Records of this honourable Court and otherwise may appear.) That *C. D. of, &c.*

### *The Conclusion.*

May it please your Lordships to grant unto your Orator his Majesty's most gracious Writ of *Spa'* to be directed to the said *C. D. &c.* thereby commanding him at a certain day, and under a certain penalty therein to be limited, personally to be and appear before your Lordships in the High and Honourable Court of Exchequer, to answer all and singular the Premises; and also to stand to and abide such farther Order, Decree and Directions therein, as to your Lordships shall seem meet.

And your Orator shall ever pray, &c.

## The Office of Pleas in the Exchequer.

THE Course and Practice in this Court, is agreeable to that of the King's Bench.

Their leading Process is either a *Quo minus* or *Subpœna*; the *Quo minus* is a Writ to take the Body of the Defendant, as is the *Capias* in the Common Pleas, and *Latitat* in the King's Bench.

But the *Subpœna* is mostly used, being for the ease of the Plaintiff, because it may be serv'd without the trouble and charge of Bailiffs. And also may be serv'd in *Wales*, where the *Capias* and *Latinat* runneth not; also a *Quo minus* to take the Body may be executed in *Wales*, or in a County Palatine, or any of the Cinque-Ports.

In their Declarations they suppose the Plaintiff to be a Debtor to the King, and conclude with a *Quo minus*, i. e. that by the Defendant's Default, in not making Satisfaction, he the Plaintiff is less able to satisfy the King his Debts which he oweth him at his Exchequer.

Also the generality of the Proceedings in this Court follow much the Rules of the King's Bench and Common Pleas; and after a Judgment obtained here, either by *Nil dicis*, or after a Verdict by *Nisi prius*, the

**Exchequer** the Execution is a *Capias ad satisfaciendum*, or a *Fieri facias*, as at other Courts of the Common Law.

The Opinion of the Judges upon the Clause in the Act of 22 & 23 Car. II. Regis cap. 9. for giving no more Costs than Damages, delivered at *Sergeants-Inn* in *Chancery-lane, London*, in *Trinity Term*, Anno 23. *Ejusdem Regis*.

*The Clause in the Act.*

AND for Prevention of trivial and vexatious Suits in Law, whereby many good Subjects of this Realm have been and are daily undone, contrary to the Intention of an Act made in the 43 year of Queen *Eliz.* for avoiding of infinite numbers of small and trivial Suits commenced in the Courts at *Westminster*. Be it farther Enacted for the making the said Law Effectual, that from and after the first of *May* aforesaid, In all Actions of *Trespas*, *Assault* and *Battery*, and other personal Actions wherein the Judge at the Trial of the Cause shall not find and certify under his hand upon the back of the Record, That an *Assault* and *Battery* was sufficiently proved by the Plaintiff against

## Costs and Damages.

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Exchequer

against the Defendant, or that the Freehold or Title of the Land mentioned in the Plaintiff's Declaration was chiefly in question, The Plaintiff in such Action, in case the Jury shall find the Damages to be under the value of Forty Shillings, shall not recover or obtain more Costs of Suit than the Damages so found shall amount unto. And if any more Costs in any such Action shall be awarded, The Judgment shall be void, and the Defendant is hereby acquitted of and from the same, and may have his Action against the Plaintiff for such vexatious Suits, and recover his Damages and Costs of such his Suit in any of the said Courts of Record.

### *The Judges Opinion.*

- I. **T**hat Actions of Debt, are not within this Clause.
- II. That no Action upon the Case *sur Assumpsit*, Account, or other personal Actions (other than for Assault and Battery, or voluntary Trespas, where the Title comes not, nor cannot come in Question) is within this Clause.
- III. That the Judge is bound to Certify on Actions of Assault and Battery, where the Jury shall find Damages to Ten Shillings or less, That the Battery is sufficiently proved, otherwise the Plaintiff is to have no more Costs than Damages.
- IV. That



Exchequer.

IV. That if the Defendant pleads *son d'assault Demesne*, and the Jury find it ad *Damnum Querentis*, The Certificate must be, that the Jury find by the Defendants Plea, That the Battery is admitted and sufficiently proved.

V. That if an Assault be proved, and no Battery, there needs no Certificate.

VI. That in Case of a Certificate, where it is requisite it must be Indorsed on the pannel or *Nomina Jur'* with the Judges hand to it immediately after the Trial; and the Certificate is to be, That the Battery is fully proved.

VII. That the Clause extends only, where Damages are only to be recovered, and not in Debt, because Debt is not within the Words; (although the Debt be under Forty Shillings, it is all one, it needs no Certificate.)

VIII. That in all Actions for a Common, a Way, a Nuisance, Lights, Watercourses, &c. The Judges may Certifie, because the Freehold may come in Question, although it be not mentioned in the Declaration.

IX. That the Clause extends not to Judgments by default, or Writs of Inquiry of Damages.

# Costs and Damages.

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Exchequer.

Trinity Term. MDCLXXI.

|                |   |               |
|----------------|---|---------------|
| Matthew Hale.  | { | Jo. Archer.   |
| Tho. Twysden.  |   | Will. Wylde.  |
| Si. Rapsford.  |   | Edw. Turner.  |
| Will. Mozeton. |   | Hugh Wyndham. |
| Jo. Daughan.   |   | Chz. Turner.  |
| Tho. Tyrrill.  |   | T. Littleton. |

March 31. 1688. This may  
be Printed.

R. WRIGHT.

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FINIS.

COPIES OF THE

MDCLXXI

[illegible]

Printed by J. H. Smith, 1888.

WRIGHT



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